

ENGINEERING SERVICES DEPARTMENT

**PROCEDURAL GUIDE
FOR
THE PREPARATION OF
ASSURANCES OF COMPLETION AND
MAINTENANCE OF IMPROVEMENTS**

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PURPOSE

This Guide is not intended to conflict with the Land Development Code or agreement signed by the Board of County Commissioners. To the extent of any conflict the Land Development Code or agreement signed by the Board of County Commissioners shall control.

The purpose of this manual is to provide guidelines for the preparation, submittal, and release of assurances of completion and maintenance. These assurances are deemed necessary for the health, safety, or welfare of the public and to guarantee to the County the completion and quality of materials and workmanship of such improvements.

This manual will enable bonding submittals to be uniformly and adequately prepared to facilitate review and approval in a timely manner.

This manual is not to be construed as a set of codes of the Engineering Services Department. Therefore, future Pasco County ordinance changes and departmental policy revisions may dictate changes to certain established guidelines contained herein.

AUTHORITY

The authority for this manual is the Pasco County Land Development Code (and subsequent revisions), which was adopted by the Board of County Commissioners on December 19, 1989 (Ordinance No. 89-21).

In addition to the Land Development Code, the following documents have been referenced:

1. Florida Statutes, Chapter 177, *Land Boundaries*.
2. Florida Department of Transportation, *Roadway and Traffic Design Standards*, January 2006, or latest version.

I. ASSURANCES FOR COMPLETION FOR PLATTED IMPROVEMENTS

It is required by the Land Development Code Section 306, that if record platting is to be done before all approved, required, and authorized improvements are complete an assurance of completion shall be given to the County. At such time as all improvements are completed, an assurance of maintenance shall be given to the County for those improvements that are to be eventually County-maintained.

All assurances submitted to the County shall be in the format approved by the County Attorney's Office and as shown in the corresponding Exhibits. The assurances submitted must name the developer as principal, not the contractor or another third party. Any guarantees submitted by a principal other than the developer will be returned.

A. Assurances of Completion

Depending upon the stage of construction completion at the time the cost estimate is submitted, either a performance guarantee or a partial performance guarantee may be applicable as follows.

1. Performance Guarantee

This document must be sufficient to guarantee that all required or approved improvements will be completed. The amount of this guarantee shall be 125% of the cost of providing and installing the improvements or a minimum of \$5,000, whichever is greater.

2. Partial Performance Guarantee

This document is used involving property upon which a portion of the approved improvements have been completed. The amount of this guarantee is an amount equal to 125% of the cost of installing the remaining incomplete improvements, or the amount of \$5,000, whichever is greater.

B. Acceptable Document Forms

The documentation for any of the applicable required guarantees may take any of the following forms:

1. A surety bond
2. A letter of credit
3. An escrow agreement
4. Cash bond
5. In the case of a Community Development District, organized and existing pursuant to Florida Statute Chapter 190, the District may submit an agreement for the certification, restriction and assurance of funds for the project.

Any form used must comply with the corresponding Exhibit in the Guide and may be subject to approval from the County Attorney and County Risk Management.

Any document chosen must be made valid for a minimum of eighteen (18) months.

In all cases, the chosen document must show the exact name of the project as shown on the plans or, if platted, on the recorded plat.

The assurance document shall not be submitted to the Engineering Inspections Division prior to the cost estimate being County-approved, since the amount of the document must agree with the cost estimate. Any assurance document so received will be returned to the developer for resubmittal after the cost estimate is approved.

C. Assurances and Record Platting

Any one of the three assurances, a performance guarantee, partial performance guarantee, or maintenance guarantee if all improvements are completed, may be used at the time of record platting.

If a performance guarantee is being used, it should be noted that PRMs (permanent reference monuments) are NOT included in the cost estimate. According to Florida Statute, Chapter 177.091(7), "Permanent reference

monuments shall be set before the recording of the plat. . . .” Conversely, Chapter 177.091(8), F.S., permits the bonding of Permanent Control Points (PCP) and states they “shall be set prior to the expiration of the bond.” Therefore, PCPs will be included in the cost estimate since they will be set at a later time.

The record platting process is begun through contact with the County Surveyor. It is this platting process that initiates the final inspection of a subdivision and terminates in the plat being recorded with an assurance.

II. PERFORMANCE GUARANTEE FOR PLATTED IMPROVEMENTS

Purpose

According to the Code, Section 306.14, a developer may post an assurance of completion prior to record platting for the sole purpose of obtaining building permits.

A. Acceptable Guarantee Format

Bonding prior to platting may be accomplished with a performance guarantee. Refer to **Exhibits B, C or D** for acceptable assurance formats which are subject to County Attorney approval and Risk Management approval. It should be noted that when bonding prior to platting with a performance guarantee, PCPs are included in the cost estimate.

B. Limitations

1. No Certificate of Occupancy shall be issued for such permitted structures until the said plat is approved and recorded, and all approved improvements are substantially completed, including fire protection systems, drainage facilities and ADA compliant modifications to all existing improvements.
2. An assurance of maintenance cannot be used for bonding prior to platting; only an assurance of completion is acceptable.
3. The assurance of completion cannot be released and the assurance of maintenance accepted prior to the plat being approved and recorded.

C. Cost Estimate Example

1. Acceptable Format

The Engineering Inspections Division is the appropriate place to submit a cost estimate. In order to facilitate the expeditious approval of cost estimates, the examples shown on the following pages are to be followed in regard to content, where applicable, and format. Cost estimates submitted in other than in Procedural Guide format will be returned. A cost estimate is not official until signed and sealed by the developer's engineer and signed by the Engineering Inspections Division.

The cost estimate may be checked to ensure that all necessary items are included. Quantities, unit costs, and extensions may be checked. Any errors found will require the resubmittal of the cost estimate. Inaccurate submittals may result in transmittal to the Florida Department of Business and Professional Regulation.

2. Cost Estimate

On **Exhibit A** an example is given to illustrate the proper completion of a performance cost estimate.

The cost estimate is divided into two schedules; i.e., I and II. Schedule I contains all required improvements other than items pertaining to utilities. Schedule II contains all required improvements relating to utilities. This separation of utility improvements from other improvements is for both performance and partial performance guarantees.

Street signs and traffic control signs are required County improvements, the cost of which must be included in Schedule I of the cost estimate. All signs and traffic control to be installed must meet County standards and specifications as determined by the Traffic Operations Division.

Exhibit V is the “Specifications for Design and Installation by Developers of Traffic Control Devices on County Roads.”

If bonding prior to platting is being done, and PCPs must be included. In the case of platting with a performance guarantee, the PCPs will be included in the estimate, and the PRMs are required to be set at time of platting.

3. Professional Services

In all instances of preparing a cost estimate for an assurance of completion on a subdivision, Schedule ID, Miscellaneous Items, must list any professional services that apply; i.e., record drawings, assurance of maintenance cost estimate, Engineer’s Certificate, and materials testing.

The unit cost for each of the applicable services will be determined in the following manner. If the developer defaults on his/her guarantee necessitating the County to claim the assurance document, and one or more of the deficiencies is a professional service, the County would expect that they could hire the engineering firm handling the project to provide the deficient service at the unit cost shown in the cost estimate.

D. Documentation and Fees Required

The performance guarantee required by the Land Development Code must have certain documentation submitted prior to presenting an assurance to the BCC for acceptance.

FEE: \$150.00 must be paid prior to County-approved cost estimate being issued

1. Cost Estimate

A performance guarantee cost estimate, signed and sealed, in accordance with **Exhibit A** must be submitted to the Engineering Inspections Division for approval. Upon County-approval of the cost estimate, a copy of the Certificate of Cost Estimate (signed and dated) will be returned to the submitting engineer.

2. Test Reports

Test reports must be done by a reputable testing laboratory and certified by a Florida registered engineer. Such tests shall be done as required by and in conformance with all criteria of the *Pasco County Engineering Services Department Testing Specifications for Construction of Roads, Storm Drainage, and Utilities* (latest edition).

If no improvements are shown on the cost estimate as complete which would require test reports, then it is not necessary to submit test reports at this time. When some items are shown complete within a certain sub-schedule; i.e., road construction, sub base, and base, the test reports are required on these two items. If the tests failed on the base, then the item can be reclassified as incomplete or the assurance approval process put on hold until the base is corrected and passing tests are obtained.

The test reports must clearly and accurately show by street designation and station location where the test was made. If a test result is a failure, necessary corrections are made and a retest is taken at the same location to ensure a correction of the problem. Every retest will be clearly so designated in the report. When a complete package of test reports is being submitted for a project, they must be so arranged that all tests of a given type; i.e., base, concrete, soil cement, etc., are together and not scattered throughout the package.

Each sheet of the test report must clearly identify what material is being tested; i.e., compacted sub base, stabilized sub base, etc.

3. Assurance Document

The assurance document selected must be in the approved format as shown in **Exhibits B, C or D** for acceptable assurance formats and is subject to County Attorney approval and Risk Management approval.

The assurance document must not only be in the approved format and content but the dollar amount must agree with that shown on the County-approved cost estimate.

E. Reduction of Performance Guarantee

In instances where a performance guarantee has been accepted by the Board, the developer may request a partial release of a monetary amount equal to those required or approved improvements that have been completed as noted by the Engineering Inspections Division. It must be noted that no maintenance assurance document covering a unit or phase of required or approved improvements will be accepted until such time as all incomplete portions of the unit or phase to be County-maintained have been completed and any performance guarantee covering these improvements has been fully released by the County.

A cost estimate complying with the format referred to in **Exhibit E** will be submitted to the Engineering Inspections Division. The format of the cost estimate is required to indicate what items are to be considered complete.

1. All improvements listed as completed must be inspected and passed, including test reports if so required.
2. A new guarantee must be submitted (upon approval of the cost estimate) in the correct (reduced) amount.
3. Engineering Inspections Division may then request that the BCC reduce the amount of the guarantee as shown on the cost estimate.

* It should be noted that some items that have been deemed complete at the time of partial release may have to be reinspected or deemed as incomplete if these items fall into a failing condition, i.e. sidewalks that passed inspection at the partial release stage may be broken at time of final inspection and are therefore incomplete and unable to pass inspection.

**Engineering Inspections
CERTIFICATE OF COST ESTIMATE
PERFORMANCE GUARANTEE**

STATE OF FLORIDA)
) §:
COUNTY OF PASCO)

I, _____, P.E., a Professional Engineer registered in the State of Florida, with Registration No. _____, hereby certify that I have examined the Plat of _____, as filed by _____, located in Section _____, Township _____ South, Range _____ East, Pasco County, Florida; and that the costs of the improvements lying within the said Plat, as listed below, are accurate engineering estimates which were prepared for the purpose of determining the amount for Performance Guarantee required by the Pasco County Land Development Code.

(Attached Schedules Incorporated by Reference)

<u>Schedule I</u>	<u>Amount</u>
"A" – Earthwork	\$225,000.00
"B" – Road Construction	117,245.30
"C" – Storm Drainage	29,885.00
"D" – Miscellaneous Items	<u>12,104.91</u>
Subtotal	384,235.21
<u>Schedule II</u>	<u>Amount</u>
"A" – Water Distribution	\$ 25,310.00
"B" – Sanitary Sewer	<u>39,425.50</u>
Subtotal	64,735.50
Total	<u>\$448,970.71</u>

Bond amount 1.25 X \$448,970.71 = \$561,213.39

Approved By: _____

(SEAL)

Pasco County Engineering Services Dept.

Professional Engineer

Date

Date

ENGINEER'S ESTIMATE

PROJECT		SCHEDULE	ID	MISC. ITEMS
UNIT	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
LF	20	PRMs	110.00	2,200.00
LF	12	PCPs	90.00	1,080.00
*		Professional Services		
EA	1	Record Drawings	2,500.00	2,500.00
EA	1	Cost Estimate Assurance		
		of Maintenance	300.00	300.00
EA	1	Engineer's Certificate	200.00	200.00
EA	1	Materials Testing	4,000.00	4,000.00
L.S.	L.S.	Street Signs	1,824.91	1,824.91
		SUBTOTAL – SCHEDULE ID		12,104.91
*	THE UNIT COSTS SHOWN FOR PROFESSIONAL SERVICES ARE HYPOTHETICAL ONLY AND ARE NOT TO BE USED AS A GUIDELINE FOR PRICING.			

Engineering Inspections
PERFORMANCE (or PARTIAL PERFORMANCE) GUARANTEE

BY THIS BOND WE, _____, as "PRINCIPAL", with a business address of _____ and _____, as "SURETY", with a business address of _____, are bound to Pasco County, Florida, a political subdivision of the State of Florida, by and thru its Board of County Commissioners, herein "COUNTY", in the sum of \$ _____, for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the above-named PRINCIPAL has applied, or will apply, to the COUNTY for approval of a plat of a certain area of land within Pasco County to be known as (plat name) _____ Section _____ Township _____ Range _____ and has agreed, as a condition to the approval of the said plat by the COUNTY, to complete the construction of all required, approved, and/or dedicated improvements, which consist of, but are not necessarily limited to, roads, drainage, sewer and water lines, and all other improvements delineated per the County-approved cost estimate dated _____ in connection with the above said plat, herein "IMPROVEMENTS"; and

WHEREAS, the approval of the said plat by the COUNTY is further conditioned upon the furnishing of an adequate surety to the COUNTY pursuant to section 306.14 of the Pasco County Land Development Code.

NOW, THEREFORE, THE CONDITION OF THIS BOND is such that:

- a. If PRINCIPAL shall in all respects comply with Section 306.14 of the Pasco County Land Development Code and all other applicable federal and state laws and COUNTY ordinances, codes, regulations, terms and conditions pertaining to the approval of said plat, these conditions being more specifically the completion of construction of all required, approved, and/or dedicated roads, drainage, sewer and water improvements, and all other items contemplated as IMPROVEMENTS; and
- b. If PRINCIPAL shall complete the construction of all IMPROVEMENTS within one (1) year of the effective date of this bond, unless a different time for a completion period has been agreed to by the Board of County Commissioners, hereinafter "COMPLETION PERIOD"; and
- c. If PRINCIPAL shall submit a written request for an inspection of all IMPROVEMENTS to the Pasco County Engineering Inspections Division at least sixty (60) days prior to the termination of the COMPLETION PERIOD; and
- d. If applicable, PRINCIPAL shall submit an appropriate maintenance guarantee as required by Section 306.15 of the Pasco County Land Development Code; and
- e. If the County Administrator, or his designee, issue a certificate of completion for the IMPROVEMENTS and the Board of County Commissioners release this bond

then this obligation shall be void. Otherwise, it remains in full force and effect.

Said SURETY, for value received, hereby stipulates and agrees that no change involving an extension of time, alterations, or additions to the terms of the IMPROVEMENTS to be made hereunder, or in the plans, specifications and schedules covering the same, shall in any way affect the obligation of the said SURETY on this bond, and the SURETY does hereby waive notice of any such changes.

IT IS FURTHER understood that should the COUNTY be required to institute legal proceedings in order to collect any funds under this bond, venue shall be exclusively in Pasco County, Florida, and PRINCIPAL shall indemnify the COUNTY for any and all attorney's fees and court costs incurred by the COUNTY.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused these presents to be duly executed on this _____ day of _____, _____.**

PRINCIPAL: _____ *

BY: _____
Authorized Signature

Printed Name

Title

SURETY: _____ *

BY: _____
Authorized Signature

Printed Name

Title

*both principal and surety signatures must be notarized

** If an expiration date is included, it must be, at minimum, eighteen (18) months from the date of acceptance by the Board of County Commissioners.

Engineering Inspections
PERFORMANCE (or PARTIAL PERFORMANCE) GUARANTEE

IRREVOCABLE LETTER OF CREDIT NO. _____

Issue Date _____

BENEFICIARY

Pasco County Board of
County Commissioners
Pasco County Govt. Center
7530 Little Road
New Port Richey, FL 34654

APPLICANT

Name
Business Address

AMOUNT

ISSUING INSTITUTION

Name
Address

Board of County Commissioners:

We, as issuing institution, hereby establish our Irrevocable Letter of Credit in favor of and for the account of _____ (herein "Applicant") up to the aggregate sum of \$ _____, which amount is payable to you at sight of your draft drawn at sight on _____, and accompanied by the following documents:

Notarized statement by the County Engineer or Acting County Engineer of Pasco County stating that either: **1)** the Applicant has failed to comply with Pasco County Land Development Code Section 306.14, or any other applicable County ordinances, regulations, terms or conditions of the County approval of the plat of a certain area of land within Pasco County to be known as (plat name) Section Township Range, these conditions being more specifically the completion of construction of all required, approved, and/or dedicated improvements, which consist of, but are not necessarily limited to roads, drainage, sewer and water improvements, and/or other improvements delineated on the County-approved cost estimate (dated) in connection with said plat, (herein "Improvements"); or **2)** the Applicant has failed to complete all Improvements within one (1) year of the effective date of this letter of credit and no extension for completion of construction of Improvements has been granted by the Board of County Commissioners and no extension of this letter of credit, or a new assurance of completion of improvements guarantee document, has been submitted to and accepted by the Board of County Commissioners; or **3)** the Applicant has failed to submit a written request for an inspection of the Improvements to the Pasco County Engineering Inspections Division at least sixty (60) days prior to the termination of one (1) year from the effective date of this letter of credit or any different time agreed to by the Board of County Commissioners; or **4)** the Applicant has failed to submit an assurance of maintenance of improvements guarantee document required by Section 306.15 of the Pasco County Land Development Code.

In the event the Board of County Commissioners is required to institute legal proceedings in order to collect any funds under this document, or any amendment or extension hereof, venue

shall be exclusively in Pasco County, Florida and Applicant shall be liable for attorney's fees and court costs incurred by the Board of County Commissioners.

All drafts drawn hereunder must state "Drawn under _____ Letter of Credit No. _____ dated _____."

Unless otherwise expressly stated, this letter of credit is subject to Florida Statute Chapter 675 and the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600. In the event of a conflict Florida Statute Chapter 675 shall control.

We hereby agree that all drafts drawn in compliance with the terms of this letter of credit will be duly honored upon presentation and delivery of the documents specified above to (Bank Address).***

This Letter of Credit expires on _____.*

Sincerely,

By: _____ **

Printed Name

Title

The "Endorsements of Drafts Drawn" shown below is an integral part of this agreement.

ENDORSEMENTS OF DRAFTS DRAWN:

Date	Negotiated By	(in Words)	Amount	(In Figures)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

THIS LETTER OF CREDIT SHOULD BE CANCELED AND ATTACHED TO THE LAST DRAFT.

*Expiration date must be, at minimum, eighteen (18) months from the date of acceptance of this Letter of Credit by the Board of County Commissioners.

** Signature must be notarized, person signing must be either president or vice-president

***Must be no more than 100 miles away from Pasco County

**Engineering Inspections
PERFORMANCE (or PARTIAL PERFORMANCE) GUARANTEE**

Agreement

This Agreement is made between _____, with a business address of _____, (herein "Developer") and Pasco County, a political subdivision of the state of Florida, by and through its Board of County Commissioners (herein "County").

WITNESSETH:

The Developer submits to the County the sum of \$ _____, as required by Land Development Code Section 306.14, to act as a financial guarantee for performance of certain improvements of the plat of a certain area of land within Pasco County to be known as (plat name) Section ___ Township ___ Range ___, these conditions being more specifically the completion of construction of all required, approved, and/or dedicated improvements, which consist of, but are not necessarily limited to roads, drainage, sewer and water improvements, and/or other Improvements delineated on the County-approved cost estimate (dated ___) in connection with said plat, (herein "Improvements"); and authorizes the County to draft any amount or all of the sum above upon the occurrence of any of the following conditions in the discretion of the Engineering Services Director, or his designee:

- 1) Developer has failed to comply with Pasco County Land Development Code Section 306.14, or any other applicable County ordinances, regulations, terms or conditions of the County approval of the plat, these conditions being more specifically the completion of construction of all Improvements, or
- 2) Developer has failed to submit a written request for an inspection of the Improvements to the Pasco County Engineering Services Department at least sixty (60) days prior to the termination of one (1) year from the effective date of this Agreement or any different time agreed to by the Board of County Commissioners, or has not requested an extension from the Engineering Inspections Division, or
- 3) Developer has failed to submit an assurance of maintenance of improvements guarantee document, if required by Section 306.15 of the Land Development Code.

In the event the County institutes legal proceedings in order to collect any funds under this Agreement, or any amendment, venue shall be exclusively in Pasco County, Florida and Developer shall be liable for attorney's fees and court costs incurred by the County in the event the County prevails. Prevails shall be a favorable decision by the Court of law to permit the County to use any or all of the sum above. No modifications may be made to this Agreement unless in writing and signed by the County and the Developer.

By: _____ *

Printed Name

Date

* must be notarized

III. PARTIAL PERFORMANCE GUARANTEE FOR PLATTED IMPROVEMENTS

Purpose

According to the Code, Section 306.14, a developer may post an assurance of completion prior to record platting for the sole purpose of obtaining building permits, and may reduce the existing assurance of completion after some improvements have been completed.

A. Acceptable Guarantees

Bonding prior to platting may be accomplished with a partial performance guarantee. Refer to **Exhibits B, C or D** for acceptable assurance formats, which are subject to County Attorney approval and Risk Management approval. It should be noted that when bonding prior to platting with a performance guarantee, PCPs are included in the cost estimate.

B. Limitations

1. No Certificate of Occupancy shall be issued for such permitted structures until the said plat is approved and recorded, and all approved improvements are substantially completed including fire protection systems, drainage facilities and ADA compliant modifications to all existing improvements.
2. An assurance of maintenance cannot be used for bonding prior to platting; only an assurance of performance is acceptable.
3. The assurance of completion cannot be released and the assurance of maintenance accepted prior to the plat being approved and recorded.

C. Cost Estimate

1. Acceptable Format

In order to facilitate the expeditious approval of cost estimates, the examples shown on the following pages are to be followed in regard to content, where applicable, and format. Cost estimates submitted in other than departmental format will be returned. A cost estimate is not official until a signed and sealed by the developer's engineer and signed by the Engineering Inspections Division.

The cost estimate may be checked to ensure that all necessary items are included. Quantities, unit costs, and extensions will be checked. Any errors found will require the resubmittal of the cost estimate. Inaccurate submittals may result in transmittal to the Florida Department of Business and Professional Regulation.

2. Cost Estimate Examples

On **Exhibit E** an example is given to illustrate the proper completion of a partial performance cost estimate.

The breakdown sheets are designated at the top to indicate “completed” or “incomplete” improvements. The schedule of “incomplete” items (breakdown) should immediately follow the “completed.”

Any item which is designated as complete, and by nature of the work requires testing, must have been tested and passed with proper results submitted to this Department. If the test results fail, are not available, or have not been done, the item cannot be considered complete and must be reclassified as incomplete.

The amount of the guarantee is figured on only the incomplete improvements.

Street signs and traffic control signs are required County improvements, the cost of which must be included in Schedule I of the cost estimate. All signs and traffic control to be installed must meet County standards and specifications as determined by the Traffic Operations Division.

Exhibit V is the “Specifications for Design and Installation by Developers of Traffic Control Devices on County Roads.”

If bonding prior to platting is being done, any PCPs must be included. In the case of platting with a performance guarantee, the PCPs will be included in the estimate, as the PRMs are required to be set at time of platting.

3. Professional Services

In all instances of preparing a cost estimate for an assurance of completion on a subdivision, Schedule ID, Miscellaneous Items, must list any professional services that apply; i.e., record drawings, assurance of maintenance cost estimate, Engineer’s Certificate, and materials testing.

The unit cost for each of the applicable services will be determined in the following manner. If the developer defaults on his/her guarantee necessitating the County to claim the assurance document, and one or more of the deficiencies is a professional service, the County would expect that they could hire the engineering firm handling the project to provide the deficient service at the unit cost shown in the cost estimate.

D. Documentation and Fees Required

The partial performance guarantee required by the Code must have certain documentation submitted prior to presenting an assurance to the BCC for acceptance.

FEE \$250.00 plus \$1.00 per lot must be paid prior to County-approved cost estimate being issued

1. Cost Estimate

A partial performance guarantee cost estimate, signed and sealed, in accordance with **Exhibit E** must be submitted to the Engineering Inspections Division for approval. Upon approval, a copy of the approved Certificate of Cost Estimate, signed and dated, will be returned to the submitting engineer.

2. Inspection

After the submittal of the cost estimate designating those items to be considered complete and incomplete, an inspection will be made of the completed items. Before the documentation can be considered complete, all deficiencies shown on the punchlist must be corrected and pass inspection. A complete and final inspection of all improvements will be required to deem the project complete.

3. Test Reports

Test reports must be done by a reputable testing laboratory and certified by a Florida registered engineer. Such tests shall be done as required by and in conformance with all criteria of the *Pasco County Engineering Services Department Testing Specifications for Construction of Roads, Storm Drainage, and Utilities* (latest edition).

If no improvements are shown on the cost estimate as complete which would require test reports, then it is not necessary to submit test reports at this time. When some items are shown complete within a certain sub-schedule; e.g., road construction, sub base, and base, the test reports are required on these items. If the tests failed on the base, then the item can be reclassified as incomplete or the assurance approval process put on hold until the base is corrected and passing tests are obtained.

The test reports must clearly and accurately show by street designation and station location where the test was made. If a test result is a failure, necessary corrections are made and a retest is taken at the same location to ensure a correction of the problem. Every retest will be clearly so designated in the report. When a complete package of test reports is being submitted for a project, they must be so arranged that all tests of a given type; i.e., base, concrete, soil cement, etc., are together and not scattered throughout the package.

Each sheet of the test report must clearly identify what material is being tested; i.e., compacted sub base, stabilized sub base, etc.

4. Assurance Document

The guarantee selected must be in the approved format as shown in **Exhibits B, C or D** acceptable assurance formats and which are subject to County Attorney approval and Risk Management approval. The assurance document must also agree with the County-approved cost estimate in dollar amount.

E. Reduction of Partial Performance Guarantee

FEE \$250.00 plus \$1.00 per lot must be paid prior to County-approved cost estimate being issued

In instances where a partial performance guarantee has been accepted by the BCC, the developer may request a partial release of a monetary amount equal to

those required or approved improvements that have been completed. It must be noted that no maintenance assurance document covering a unit or phase of required or approved improvements will be accepted until such time as all incomplete portions of the unit or phase to be County-maintained have been completed and the assurance of completion document covering these improvements has been fully released (Code, Section 306.15).

The cost estimate format for reduction on a partial performance guarantee is the same as was originally used. The new cost estimate will reflect additional items being listed as completed thereby indicating a new amount to be covered by the guarantee.

- * It should be noted that some items that have been deemed complete at the time of partial release may have to be reinspected or deemed as incomplete if these items fall into a failing condition, i.e. sidewalks that passed inspection at the partial release stage may be broken at time of final inspection and are therefore incomplete and unable to pass inspection.

**Engineering Inspections
CERTIFICATE OF COST ESTIMATE
 PARTIAL PERFORMANCE GUARANTEE**

STATE OF FLORIDA)
) ss:
 COUNTY OF PASCO)

I, _____, P.E., a Professional Engineer registered in the State of Florida, with Registration No. _____, hereby certify that I have examined the Plat of _____, as filed by _____, located in Section _____, Township _____ South, Range _____ East, Pasco County, Florida; and that the costs of the improvements lying within the said Plat, as listed below, are accurate engineering estimates which were prepared for the purpose of determining the amount for Partial Performance Guarantee required by the Pasco County Land Development Code.

(Attached Schedules Incorporated by Reference)

<u>Schedule I</u>	<u>Completed Improvements</u>	<u>Incomplete Improvements</u>	<u>Total</u>
"A" – Earthwork	\$225,000.00	\$ 0.00	\$225,000.00
"B" – Road Construction	97,233.00	20,012.30	117,245.30
"C" – Storm Drainage	29,885.00	0.00	29,885.00
"D" – Miscellaneous Items	0.00	12,104.91	12,104.91
Subtotal	352,118.00	32,117.21	384,235.21
<u>Schedule II</u>			
"A" – Water Distribution	\$ 25,310.00	\$ 0.00	\$ 5,310.00
"B" – Sanitary Sewer	39,425.50	0.00	39,425.50
Subtotal	64,735.50	0.00	64,735.50
Total	\$416,853.50	\$32,117.21	\$448,970.71

Bond amount 1.25 X \$32,117.21 = \$40,146.51

Approved By:

 Pasco County Engineering Services Dept.

 Professional Engineer (SEAL)

 Date

 Date

ENGINEER'S ESTIMATE

PROJECT (INCOMPLETE)

SCHEDULE IB-ROAD CONSTRUCTION

UNIT	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
SY	5,096	1" Asphalt Type S-III	3.30	16,816.80
SY	4,565	Seed and Mulch	.70	3,195.50
		SUBTOTAL – SCHEDULE IB		20,012.30

EXAMPLE

ENGINEER'S ESTIMATE

PROJECT (COMPLETED)

SCHEDULE IC-STORM DRAINAGE

UNIT	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
LF	166	15" RCP	27.00	4,482.00
LF	120	18" RCP	33.00	3,960.00
LF	253	30" RCP	41.00	10,373.00
EA	6	Type "C" Inlet	1,020.00	6,120.00
EA	1	Detention Pond Control STR.	1,450.00	1,450.00
EA	1	15" Concrete Headwall	900.00	900.00
EA	1	18" Concrete Headwall	1,100.00	1,100.00
EA	1	30" Concrete Headwall	1,500.00	1,500.00
		SUBTOTAL - SCHEDULE IC		29,885.00

EXAMPLE

ENGINEER'S ESTIMATE

PROJECT (INCOMPLETE)

SCHEDULE

ID MISC. ITEMS

UNIT	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
EA	20	PRMs	110.00	2,200.00
EA	12	PCPs	90.00	1,080.00
	*	Professional Services		
EA	1	Record Drawings	2,500.00	2,500.00
EA	1	Cost Estimate-Assurance		
		of Maintenance	300.00	300.00
EA	1	Engineer's Certificate	200.00	200.00
EA	1	Materials Testing	4,000.00	4,000.00
L.S.	L.S.	Street Signs	1,824.91	1,824.91
		SUBTOTAL - SCHEDULE ID		12,104.91
*		THE UNIT COSTS SHOWN FOR PROFESSIONAL SERVICES ARE HYPOTHETICAL ONLY AND ARE NOT TO BE USED AS A GUIDELINE FOR PRICING.		

ENGINEER'S ESTIMATE

PROJECT (COMPLETED)

SCHEDULE IIA-WATER DISTRIBUTION

UNIT	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
LF	2,029	6" PVC Water Main	8.00	16,232.00
EA	7	6" Gate Valve w/Box	310.00	2,170.00
EA	7	¾" Single-Service Assembly	90.00	630.00
EA	18	1" Double-Service Assembly	125.00	2,250.00
LF	416	2" PVC Casing (13 Locations)	3.00	1,248.00
EA	2	2" Temp. Blow-off	210.00	420.00
EA	2	Fire Hydrant Assembly	1,180.00	2,360.00
		SUBTOTAL – SCHEDULE IIA		25,310.00

EXAMPLE

IV. MAINTENANCE GUARANTEE FOR PLATTED IMPROVEMENTS

Purpose

A maintenance guarantee assures a financial resource to the County in the event the Developer does not maintain the improvements during the required maintenance period. It is the policy of the BCC not to accept dedicated, required, or approved improvements for County maintenance until a maintenance period has elapsed (Code Section 306.15). The maintenance period is three (3) years for arterial, collector and Type 1A and 1B roads, and two (2) years for all other roads. This maintenance period begins on the date of the acknowledgment of the completion of construction of such improvements by the BCC and acceptance of a maintenance guarantee by the BCC. In an instance where no assurance of completion has been accepted by the County, the maintenance period shall begin at the time the assurance of maintenance is accepted by the Board.

The amount of the maintenance guarantee shall be 15% of the cost of installing all improvements to be maintained by the County or the amount of \$5,000, whichever is greater. An additional 10% may be added by the BCC if the developer has a history on non-compliance with the County based on County standards and ordinances.

A. Acceptable Guarantees

Refer to **Exhibits G, H and I** for acceptable Assurance formats and which are subject to County Attorney approval and Risk Management approval.

B. Limitations

No assurance of maintenance guarantee shall be accepted by the BCC until the performance guarantee is released.

C. Cost Estimate

On **Exhibit F**, an example is given to illustrate the proper completion of a maintenance cost estimate.

In accordance with Code Section 306.15, the only items to be included in the cost estimate are those items that will be County-maintained. These listed items will be exclusive of utility items, even if they will be County-maintained, since the Utilities Services Department require that utilities have a financial surety separate from all other improvements. Traffic control devices for streets that are to be County-maintained must be included in the maintenance guarantee cost estimate.

Not included in this estimate is survey monumentation, as these are not County-maintained.

Any improvements which, by Development Review Division stipulation, are the maintenance responsibility of the abutting property owner or the homeowners' association or an entity other than Pasco County shall not be included in a maintenance estimate.

D. Documentation and Fees Required

The maintenance guarantee required by the Code must have certain documentation submitted prior to presenting it to the BCC for acceptance

FEE: \$100.00 must be paid prior to County-approved cost estimate being issued

1. Inspection

All approved, required, and authorized improvements must be installed, completed, and pass inspection prior to the acceptance of the assurance of maintenance by the BCC.

An exception to the above statement would exist when a subdivision is complete except for minor items that will not be County-maintained, but are not part of the storm water management system, and are not a matter of public health, safety, and welfare, or are not within the boundary of the plat. In such cases, these items may be covered by a performance guarantee which will run concurrent with the maintenance guarantee. The developer's engineer shall submit the performance guarantee cost estimate for completing such items in addition to the maintenance guarantee cost estimate.

2. Test Reports

All required test reports must be in the possession of the Engineering Services Department, reviewed and approved at this time. They must conform in all respects to Section 306 of the Code and the Testing Specifications.

In any instance when the utilities, or any part thereof, are installed by, or to be maintained by a utility company other than Pasco County, a letter of completion and acceptance must be submitted by the said utility.

3. Record Drawings

Record drawings must be submitted by the Engineer of Record. The term "record drawing" is used synonymously with "as-built" or "record print." Submittal shall include two (2) sets of certified as-built drawings as required by the Southwest Florida Water Management District (SWFWMD), one (1) certified copy of SWFWMD's Statement of Completion and Request for Transfer to Operation Entity, and one (1) copy of SWFWMD's approved (stamped) construction plan set. One (1) copy of SWFWMD's acceptance of the transfer to operation must be forwarded to Pasco County upon receipt. The acceptable record drawings will be complete sets of construction drawings for the subdivision, unit, or phase constructed with the designation "Record Drawing" placed on the front sheet. All deviations will be noted on the drawings, wherever applicable, to identify where and what deviations exist in the completed improvements vs. the approved construction drawing. All deviations, minor or major, are to be listed on a table on the inside cover sheet of the submitted as-built plans, depicting the deviations and locations by sheet number. All record drawings submitted to the Engineering Inspections Division will have on the front sheet the following certification:

“These plans have been prepared in accordance with the current version of the *Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, State of Florida* and are in compliance with the standards therein except as noted on the plans. Any deviations noted on the plans substantially comply with the intent of the standards.”

(Signature of Engineer)

(SEAL) Florida P.E. No.: _____

Date: _____

Each unit, phase, or unit of a phase must have its own set of record drawings and cannot be combined with an adjacent unit.

4. Engineer’s Certificate

Exhibit W is the accepted format for the Engineer’s Certificate when all required and approved improvements have been completed.

In an instance where certain required and approved improvements are permitted to be covered by a performance guarantee to be in force concurrently with a maintenance guarantee then the Engineer’s Certificate shown in **Exhibit X** shall be used.

5. Cost Estimate

The cost estimate will conform to the requirements of **Exhibit F**. Upon approval of the cost estimate, a copy of the Certificate of Cost Estimate (signed and dated) will be returned to the submitting engineer.

6. Assurance of Maintenance

The form of the assurance of maintenance shall comply with **Exhibits G, H and I** for acceptable assurance formats and which are subject to County Attorney approval and Risk Management approval

7. This list is not exhaustive and other items may be required by the County to be in compliance with the Land Development Code, Code of Ordinances, state and federal laws and all other conditions of approval.

**Engineering Inspections
CERTIFICATE OF COST ESTIMATE
MAINTENANCE GUARANTEE**

STATE OF FLORIDA)
) §:
COUNTY OF PASCO)

I, _____, P.E., a Professional Engineer registered in the State of Florida, with Registration No. _____, hereby certify that I have examined the Plat of _____, as filed by _____, located in Section _____, Township _____, Range _____ East, Pasco County, Florida; and that the costs of the improvements lying within the said Plat, as listed below, are accurate engineering estimates which were prepared for the purpose of determining the amount for Maintenance Guarantee required by the Pasco County Land Development Code.

(Attached Schedules Incorporated by Reference)

Schedule I

“A” – Road Construction
“B” – Storm Drainage
Traffic Control Devices

Amount
\$117,245.30
29,885.00
<u>1,824.91</u>
\$148,955.21

Total

Bond amount .15 X \$148,955.21 = \$22,343.28

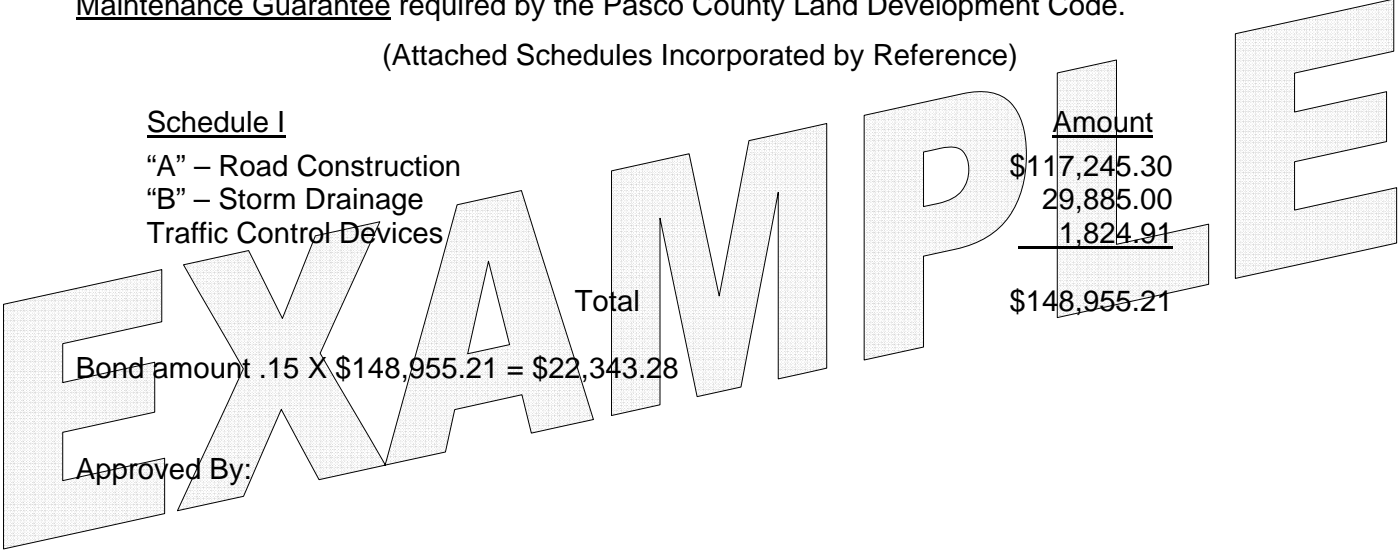
Approved By: _____

Pasco County Engineering Services Dept.

Professional Engineer (SEAL)

Date

Date



ENGINEER'S ESTIMATE

PROJECT **SCHEDULE IB ROAD CONSTRUCTION**

UNIT	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
SY	1,660	6" Stab. Under Curb (4' Wide)	3.25	5,395.00
SY	5,096	6" S. C. Base	8.50	43,316.00
SY	5,096	1" Asphalt Type S-III	3.30	16,816.80
LF	3,735	2' Concrete Valley Curb	5.20	19,422.00
LF	120	4' Concrete Valley Gutter	9.00	1,080.00
LF	1,868	6" Underdrain	15.00	28,020.00
SY	4,565	Seed and Mulch	.70	3,195.50
		SUBTOTAL-SCHEDULE IB		117,245.30

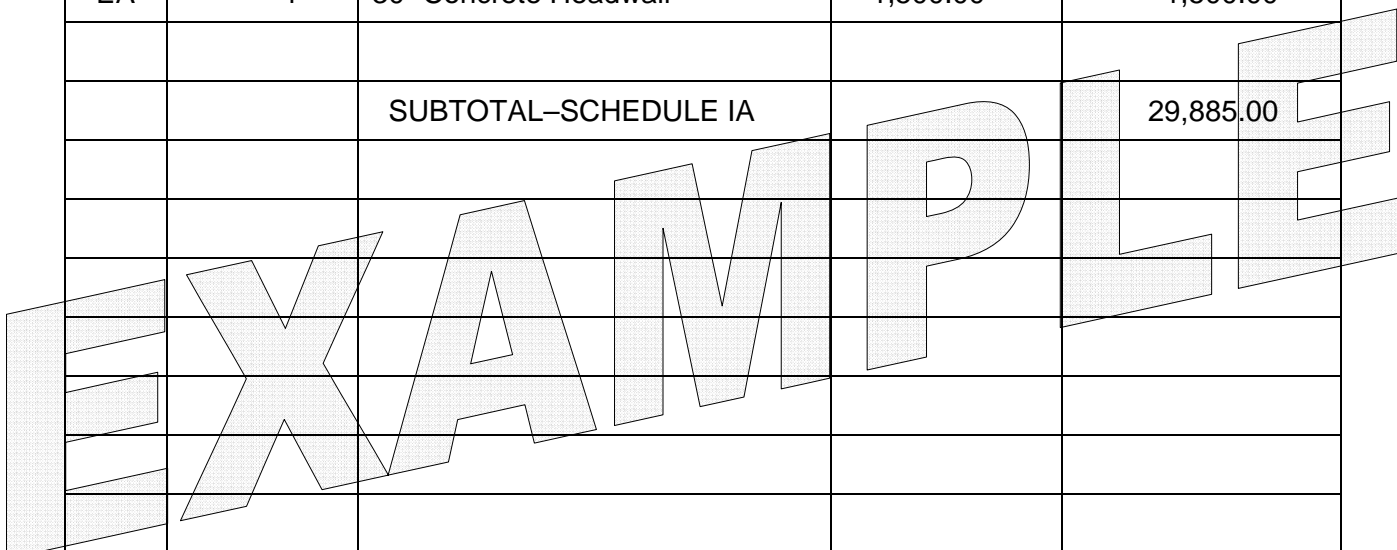
EXAMPLE

ENGINEER'S ESTIMATE

PROJECT

SCHEDULE IA-STORM DRAINAGE

UNIT	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
LF	166	15" RCP	27.00	4,482.00
LF	120	18" RCP	33.00	3,960.00
LF	253	30" RCP	41.00	10,373.00
EA	6	Type "C" Inlet	1,020.00	6,120.00
EA	1	Detention Pond Control STR	1,450.00	1,450.00
EA	1	15" Concrete Headwall	900.00	900.00
EA	1	18" Concrete Headwall	1,100.00	1,100.00
EA	1	30" Concrete Headwall	1,500.00	1,500.00
		SUBTOTAL-SCHEDULE IA		29,885.00



Engineering Inspections
MAINTENANCE GUARANTEE

BY THIS BOND WE, _____, as "PRINCIPAL", with a business address of _____ of _____, and _____, as "SURETY", with a business address of _____, are bound to Pasco County, Florida, a political subdivision of the State of Florida, by and thru its Board of County Commissioners, herein "COUNTY", in the sum of \$_____, for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the above-named PRINCIPAL has constructed improvements in connection with the approval of a plat of a certain area of land within Pasco County known as (plat name) _____ Section _____ Township _____ Range _____ and has agreed, as a condition to the approval of the said plat by the COUNTY, to maintain all required, approved, and/or dedicated IMPROVEMENTS, which consist of, but are not necessarily limited to, roads, drainage, sewer and water lines, and all other improvements delineated per the County-approved cost estimate dated _____ in connection with the above said plat, herein "IMPROVEMENTS," in accord with Pasco County Land Development Code Section 306.15.

NOW, THEREFORE, THE CONDITION OF THIS BOND is that if, for a period of ___ years, commencing on the date of acceptance by the Board of COUNTY Commissioners of this bond, for the IMPROVEMENTS, PRINCIPAL:

- a. Shall in all respects comply with Section 306.15 of the Pasco County Land Development Code and all other applicable federal and state laws and COUNTY ordinances, codes, regulations, terms and conditions pertaining to the approval and maintenance of the IMPROVEMENTS of said plat, these conditions being more specifically the maintenance of all required, approved, or dedicated roads, storm drainage, and/or other IMPROVEMENTS to be COUNTY-maintained, which were installed in connection with said plat, to the satisfaction of the County Administrator or his designee; and
 - (1) Repairs or replaces all IMPROVEMENTS which are found by the COUNTY Engineer, or his designee, not to comply with federal and state laws and COUNTY ordinances, codes, regulations, terms and conditions pertaining to the approval of said plat, or which are found to be deficient in materials, workmanship, or structural integrity under COUNTY, State, or Federal regulations, whichever may be applicable, or industry standards; and
- c. Submits a written request for an inspection of IMPROVEMENTS to the Pasco COUNTY Engineering Inspections Division not before ninety (90) days prior to the termination of the completion of the _____ year maintenance period, or any different time agreed to by the Board of County Commissioners; and
- d. Pays all costs and expenses incurred for, or incidental to, compliance with the requirements of this Bond and section 306.15 of the Pasco County Land Development Code

then this obligation shall be void. Otherwise, it remains in full force and effect.

Said SURETY, for value received, hereby stipulates and agrees that no change involving an extension of time, alterations, or additions to the terms of the IMPROVEMENTS to be made hereunder, or in the plans, specifications and schedules covering the same, shall in any way affect the obligation of the said SURETY on this bond, and the SURETY does hereby waive notice of any such changes.

IT IS FURTHER understood that should the COUNTY be required to institute legal proceedings in order to collect any funds under this bond, venue shall be exclusively in Pasco County, Florida, and PRINCIPAL shall be responsible for any and all attorney's fees and court costs incurred by the COUNTY.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused these presents to be duly executed this day of _____, _____.**

PRINCIPAL: _____ *

BY: _____

Authorized Signature

Printed Name

Title

SURETY: _____ *

BY: _____

Authorized Signature

Printed Name

Title

*both principal and surety signatures must be notarized

**If an expiration date is included, it must be, at minimum, six (6) months beyond the required maintenance period.

**Engineering Inspections
MAINTENANCE GUARANTEE**

IRREVOCABLE LETTER OF CREDIT NO. _____

Issue Date _____

BENEFICIARY

Pasco County Board of
County Commissioners
7530 Little Road
New Port Richey, FL 34654

APPLICANT

Name
Business Address

AMOUNT

ISSUING INSTITUTION

Name
Address

Board of County Commissioners:

We, as issuing institution, hereby establish our Irrevocable Letter of Credit in favor of and for the account of _____ (herein "Applicant") up to the aggregate sum of _____, which amount is payable to you at sight of your draft drawn at sight on _____, and accompanied by the following documents:

Notarized statement by the County Engineering Services Director or Acting County Engineer Services Director of Pasco County stating that either: **1)** the Applicant has failed to comply with Pasco County Land Development Code Section 306.15, more specifically the maintenance of all Pasco County required, approved, and/or dedicated Improvements, installed and constructed in connection with (plat name) _____ Section _____ Township _____ Range _____, and all other improvements delineated per the COUNTY-approved cost estimate dated _____ in connection with said plat (herein "Improvements") for a period of _____ years, or any different period agreed to by the Board of County Commissioners; or **2)** the Applicant has failed to repair or replace all such Improvements found by the Engineering Services Director not to comply with County approvals or requirements, or found to be deficient in materials, workmanship, or structural integrity under County, State, or Federal regulations, whichever may be applicable, or industry standards; or **3)** the Applicant has failed to pay all costs and expenses incurred for or incidental to the maintenance of Improvements as required by Pasco County Land Development Code Section 306.15; or **4)** the Applicant has failed to submit a written request for an inspection of all Improvements to the Pasco County Engineering Services Department not before (90) days prior to the termination of the _____ year maintenance period, or any different time agreed to by the Board of County Commissioners.

In the event the Board of County Commissioners institutes legal proceedings in order to collect any funds under this document, or any amendment or extension hereof, venue shall be exclusively in Pasco County, Florida and Applicant shall be liable for attorney's fees and court costs incurred by the Board of County Commissioners.

All drafts drawn hereunder must state "Drawn under _____ Letter of Credit No. _____ dated _____."

Unless otherwise expressly stated, this letter of credit is subject to Florida Statutes Chapter 675 and the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600. In the event of a conflict Florida Statutes Chapter 675 shall control.

We hereby agree that all drafts drawn in compliance with the terms of this letter of credit will be duly honored upon presentation and delivery of the documents specified above to (Bank Address).***

This Letter of Credit expires on _____.**

Sincerely,

By: _____ *

Printed Name

Title

The "Endorsements of Drafts Drawn" shown below is an integral part of this agreement.

ENDORSEMENTS OF DRAFTS DRAWN:

Date	Negotiated By	(in Words)	Amount	(In Figures)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

THIS LETTER OF CREDIT SHOULD BE CANCELED AND ATTACHED TO THE LAST DRAFT.

*Signature must be notarized, and person signing must be president or vice president

**Any expiration date must be, at minimum, six (6) months beyond the required maintenance period

***Must be no more than 100 miles away from Pasco County

**Engineering Inspections
MAINTENANCE GUARANTEE**

Agreement

This Agreement is made between _____, with a business address of _____, (herein "Developer") and Pasco County, a political subdivision of the state of Florida, by and through its Board of County Commissioners (herein "County").

WITNESSETH:

The Applicant submits to the County the sum of \$ _____, as required by Land Development Code Section 306.15, to act as a financial guarantee for maintenance of Improvements of the plat of a certain area of land within Pasco County to be known as (plat name) Section ___ Township ___ Range ___, these conditions being more specifically the maintenance of all dedicated improvements, which consist of, but are not necessarily limited to roads, drainage, sewer and water improvements, and/or other improvements delineated on the County-approved cost estimate (dated___) in connection with said plat, (herein "Improvements"); and authorizes the County to draft any amount or all of the sum above upon the occurrence of any of the following conditions in the discretion of the Engineering Services Director, or his designee:

- 1) Developer has failed to comply with Pasco County Land Development Code Section 306.15, more specifically the maintenance of all Improvements for a period of ___ years, or any different period agreed to by the Board of County Commissioners, or
- 2) Developer has failed to repair or replace all such Improvements found by the Engineering Services Director not to comply with County approvals or requirements, or found to be deficient in materials, workmanship, or structural integrity under County, State, or Federal regulations, whichever may be applicable, or industry standards, or
- 3) The Developer has failed to pay all costs and expenses incurred for or incidental to the maintenance of Improvements as required by Pasco County Land Development Code Section 306.15, or
- 4) The Developer has failed to submit a written request for an inspection of all Improvements to the Pasco County Engineering Services Department not before (90) days prior to the termination of the ___ year maintenance period, or any different time agreed to by the Board of County Commissioners.

In the event the County institutes legal proceedings in order to collect any funds under this Agreement, or any amendment, venue shall be exclusively in Pasco County, Florida and Developer shall be liable for attorney's fees and court costs incurred by the County in the event the County prevails. Prevails shall be a favorable decision by the Court of law to permit the County to use any or of the sum above for the purpose stated herein. No modifications may be made to this Agreement unless in writing and signed by all parties hereto.

*must be notarized

By: _____

Printed Name

Date

V. UNIT COSTS

In order to provide uniformity and consistency in the preparation of cost estimates, a series of unit costs for various items of improvement have been included on the following pages. These unit prices must be used in the preparation of all performance and partial performance cost estimates to be submitted to the Engineering Services Department for review and approval. It will be apparent that these unit costs are higher than experienced costs. This is due to the fact that the County is not in the contracting business and must cover the costs of administration, inspection, and small-quantity completion costs.

In some instances, items of improvement will not be shown on the Unit Costs list. Such cost, as submitted by the Project Engineer on his/her estimate, will be reviewed by the Engineering Inspections Division for acceptability.

The unit costs for performance and partial performance guarantees are projections or estimates. In the case of cost estimates for maintenance guarantees, the unit costs are based on experienced cost; therefore, it is not required that the published unit costs be used. If experienced costs are used, the cost estimate must be accompanied by pay requests or a copy of the executed contract to confirm the unit costs.

In any event, the greater amount of either unit costs submitted using the engineer's own cost estimate amounts or the unit costs contained herein shall be used.

UNIT COSTS

Index numbers that appear to the immediate right of listed items refer to the FDOT *Roadway and Traffic Design Standards*. Minimum design standards are those shown in the FDOT book. Any deviations from the FDOT book that reflect in unit items on a cost estimate or items not shown on this published list, are subject to the approval of the County Engineer.

<u>Items</u>	<u>Units</u>	<u>Unit Cost</u>
Clearing and Grubbing	AC	\$2,500.00
Excavation (Local Distribution)	CY	6.00
Excavation (borrow/import)	CY	13.00
Subbase		
Stabilize, 12"	SY	6.00
Stabilized Under Curb	SY	6.75
Compacted	SY	4.00
Base		
Limerock, 6"	SY	9.00
Limerock, 8"	SY	12.00
Limerock, 12"	SY	18.00
Soil Cement, 6"	SY	14.00
Soil Cement, 8"	SY	19.00
Soil Cement, 10"	SY	15.00
Asphaltic Concrete		
Type III, Leveling	Ton	250.00
Type S-III, 1"	SY	6.00

<u>Items</u>	<u>Units</u>	<u>Unit Cost</u>
Type S-1, 1½"	SY	8.00
FC-3, 1"	SY	7.00
FC-5	Ton	96.00
FC-9.5	Ton	85.00
FC-12.5	Ton	74.00
Milling Existing Asphaltic Pavement		
¾" Average Depth	SY	1.50
1" Average Depth	SY	2.00
1½" Average Depth	SY	3.00
Curb, Concrete		
Type A (300)	LF	17.00
Type B (300)	LF	17.50
Type D (300)	LF	16.00
Curb and Gutter, Concrete		
Type E (300)	LF	18.50
Type F (300)	LF	18.50
Drop (300)	LF	16.50
Valley Gutter (300)		
(Calculated by LF from expansion joint to expansion joint in intersection)	LF	\$ 13.50
Ditch Bottom Inlets		
Type C (232)	EA	2,600.00
Type D (232)	EA	3,500.00
Type E (232)	EA	3,600.00
Type H (232)	EA	4,400.00
Type J (232)	EA	4,800.00
Curb Inlets (with Type P Box)		
Type 1	EA	3,500.00
Type 2	EA	3,700.00
Type 3	EA	4,500.00
Type 4	EA	4,500.00
Type 5	EA	4,200.00
Gutter Inlets		
Type S (220)	EA	3,500.00
Type V (221)	EA	3,000.00
Manhole		
Type P (200) with Type 1 Frame and Lid (201)	EA	2,600.00
Junction Box		
	EA	4,000.00

RCP

<u>Items</u>	<u>Units</u>	<u>Unit Cost</u>
15" CL 3	LF	35.00
18" CL 3	LF	40.00
24" CL 3	LF	50.00
30" CL 3	LF	60.00
36" CL 3	LF	75.00
42" CL 3	LF	93.00
48" CL 3	LF	120.00
60" CL 3	LF	140.00
ERCP		
12" X 18"	LF	45.00
14" X 23"	LF	50.00
19" X 30"	LF	65.00
24" X 38"	LF	78.00
29" X 45"	LF	110.00
Sidewalk, 4½" Concrete	SF	3.50
Sidewalk 6' Concrete	SF	5.00
Drivewalk, 6" Concrete	SF	\$ 5.00
Underdrain		
6" ADS	LF	30.00
8" ADS	LF	40.00
Clean Outs	EA	120.00
Mitered End Section, Concrete		
24" (272)	EA	1,200.00
30" (272)	EA	1,800.00
29" X 45" (272)	EA	2,200.00
Flared End Section		
24" (272)	EA	1,350.00
30"	EA	1,700.00
36"	EA	2,300.00
42"	EA	3,000.00
48"	EA	3,800.00
54"	EA	4,800.00
Straight Endwalls, Concrete		
15" (250)	EA	1,050.00
18" (250)	EA	1,300.00
24" (250)	EA	1,800.00
30" (250)	EA	3,000.00
36" (250)	EA	3,500.00
42" (250)	EA	5,000.00
48" (250)	EA	6,000.00
54" (250)	EA	7,500.00
60" (251)	EA	8,500.00
72" (253)	EA	10,000.00

<u>Items</u>	<u>Units</u>	<u>Unit Cost</u>
Sodding	SY	3.25
Seed and Mulch	SY	1.50
Guardrail, Metal	LF	40.00
Monumentation		
PCPs	EA	90.00
PRMs	EA	110.00
Silt Fence	LF	2.00
Floating Turbidity Barrier	LF	13.00
“T” Turnaround	EA	2,300.00

VI. APPROVAL TIME FRAME

Cost estimates for any of the assurances of completion or maintenance submitted to the Engineering Inspections Division for approval will require six working days for review. This time for approval will be extended under one or both of the following situations:

1. If the cost estimate is not approved, returned to the Project Engineer, and then resubmitted, the time frame of six days is renewed.
2. In the case of a cost estimate for partial performance guarantee, the items shown in the schedule as complete must be inspected and passed. If there are deficiencies, the items must either be corrected and pass inspection or the deficiencies may be changed to an incomplete item. This requires a revision of the cost estimate.

VII. PERFORMANCE GUARANTEE FOR COMMERCIAL SITE IMPROVEMENTS

Purpose

In instances where a commercial site is complete except for minor improvements, or incidental minor deficiencies, and the occupancy of the site will not be adverse to the public health, safety, or welfare and will not imperil private or public property, the developer may post an assurance of completion document. This document will guarantee the completion of the incomplete and/or uncorrected deficiencies within 180 days.

A. Acceptable Document Forms

Refer to **Exhibits K, L and M** for acceptable formats, which are subject to County Attorney approval and Risk management approval.

B. Cost Estimate Certificate

FEE: \$250 must be paid prior to any County-approved cost estimate being issued

The format of the cost estimate is shown in **Exhibit J**.

The items that remain to be completed are itemized directly on the cost estimate certificate, and the supplemental unit cost sheets are not required. The unit costs used must conform to Unit Costs Section of this Guide, to the requirements of the Land Development Code and to all other applicable parts of this Guide.

The amount that shall be made available to the County under the terms of the selected assurance document shall be an amount equal to 125 percent of the estimated cost of providing and installing the remaining incomplete improvements and minor deficiencies, or \$5,000, whichever is greater.

C. Limitations

Items that affect health, safety and welfare, including all fire protection systems, drainage facilities and ADA compliant modifications to all existing improvements must be complete and shall not be included on the County-approved cost estimate.

Engineering Inspections
CERTIFICATE OF COST ESTIMATE
COMMERCIAL SITE

STATE OF FLORIDA)
) §:
COUNTY OF PASCO)

I, _____, P.E., a Professional Engineer registered in the State of Florida, with Registration No. _____, hereby certify that I have examined the approved construction drawings of commercial site, as filed by _____, to be known as _____ located in Section _____, Township _____, Range _____ East, Pasco County, Florida; and that the costs of the improvements lying within the said site, as listed below, are accurate engineering estimates which were prepared for the purpose of determining the amount for the Performance Guarantee required by the Pasco County Land Development Code.

(Attached Schedules Incorporated by Reference)

<u>Incomplete Improvements</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>
------------------------------------	-----------------	----------------------	--------------

Total

Bond amount 1.25 X _____ = _____

Approved By:

(SEAL)

Pasco County Engineering Services Dept.

Professional Engineer

Date

Date

Engineering Inspections
PERFORMANCE GUARANTEE
COMMERCIAL SITE

BY THIS BOND WE, _____, as "PRINCIPAL", with a business address of _____ and _____, as "SURETY", with a business address of _____, are bound to Pasco County, Florida, a political subdivision of the State of Florida, by and thru its Board of County Commissioners, herein "COUNTY", in the sum of \$ _____, for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the above-named PRINCIPAL has applied to the COUNTY for a Certificate of Occupancy for a commercial site within Pasco County to be known as _____ in Section _____ Township _____ Range _____ and as a condition to the approval of the said commercial site by the COUNTY, shall complete the construction of all required, approved, and/or dedicated improvements, which consist of, but are not necessarily limited to, roads, drainage, sewer and water lines, and all other improvements delineated per the County-approved cost estimate dated _____ in connection with the above said commercial site, herein "IMPROVEMENTS"; and

WHEREAS, the approval of the said commercial site by the COUNTY is further conditioned upon the furnishing of an adequate surety to the COUNTY.

NOW, THEREFORE, THE CONDITION OF THIS BOND is such that:

- a. If PRINCIPAL shall in all respects comply with all applicable federal and state laws and COUNTY ordinances, codes, regulations, terms and conditions of the approval of said commercial site, these conditions being more specifically the completion of construction of all required and approved items contemplated as IMPROVEMENTS; and
- b. If PRINCIPAL shall complete the construction of all IMPROVEMENTS within one hundred eighty (180) days of the effective date of this bond, unless a different time for a completion period has been agreed to by the Board of County Commissioners, hereinafter "COMPLETION PERIOD"; and
- c. If PRINCIPAL shall submit a written request for an inspection of all IMPROVEMENTS to the COUNTY Engineering Services Department at least fifteen (15) days prior to the termination of the COMPLETION PERIOD; and
- d. If the COUNTY Administrator, or his designee, issue a certificate of completion for the IMPROVEMENTS and the Board of County Commissioners release this bond

then this obligation shall be void. Otherwise, it remains in full force and effect.

Said SURETY, for value received, hereby stipulates and agrees that no change involving an extension of time, alterations, or additions to the terms of the IMPROVEMENTS to be made hereunder; or in the plans, specifications and schedules covering the same; shall in any way affect the obligation of the said SURETY on this bond, and the SURETY does hereby waive notice of any such changes.

IT IS FURTHER understood that should the COUNTY be required to institute legal proceedings in order to collect any funds under this bond, venue shall be exclusively in Pasco County, Florida, and PRINCIPAL shall indemnify the COUNTY for any and all attorney's fees and court costs incurred by the COUNTY.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused these presents to be duly executed on this _____ day of _____, _____.**

PRINCIPAL: _____ *

BY: _____

Authorized Signature

Printed Name

Title

SURETY: _____ *

BY: _____

Authorized Signature

Printed Name

Title

*both principal and surety signatures must be notarized

** Any Expiration date must be at least six (6) months after the completion period

Engineering Inspections
PERFORMANCE GUARANTEE
COMMERCIAL SITE

IRREVOCABLE LETTER OF CREDIT NO. _____ Issue Date _____

BENEFICIARY

Pasco County Board of
County Commissioners
Pasco County Govt. Center
7530 Little Road
New Port Richey, FL 34654

APPLICANT

Name
Business Address

AMOUNT

ISSUING INSTITUTION

Name
Address

Board of County Commissioners:

We, as issuing institution, hereby establish our Irrevocable Letter of Credit in favor of and for the account of _____ (herein "Applicant") up to the aggregate sum of \$ _____, which amount is payable to you at sight of your draft drawn at sight on _____, and accompanied by the following documents:

Notarized statement by the County Engineering Services Director or Acting County Engineer Services Director of Pasco County stating that either: **1)** the Applicant has failed to comply with all applicable COUNTY ordinances, codes, regulations, terms and conditions of the approval of commercial site _____ in Section__ Township__ Range__, these conditions being more specifically the completion of construction of any required and approved items contemplated on the County-approved cost estimate (dated__) in connection with said commercial site, (herein "Improvements"); or **2)** the Applicant has failed to complete all Improvements within one hundred eighty (180) days of the effective date of this letter of credit (herein "Completion Period") and no extension for completion of construction of Improvements has been granted by the Board of County Commissioners and no extension of this letter of credit, or a new assurance of completion of improvements guarantee document, has been submitted to and accepted by the Board of County Commissioners; or **3)** the Applicant has failed to submit a written request for an inspection of the Improvements to the Pasco County Engineering Services Department at least fifteen (15) days prior to the Completion Period or any different time agreed to by the Board of County Commissioners.

In the event the Board of County Commissioners is required to institute legal proceedings in order to collect any funds under this document, or any amendment or extension hereof, venue shall be exclusively in Pasco County, Florida and Applicant shall be liable for attorney's fees and court costs incurred by the Board of County Commissioners.

All drafts drawn hereunder must state "Drawn under _____
Letter of Credit No. _____ dated _____."

Unless otherwise expressly stated, this letter of credit is subject to Florida Statute Chapter 675 and the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600. In the event of a conflict Florida Statute Chapter 675 shall control.

We hereby agree that all drafts drawn in compliance with the terms of this letter of credit will be duly honored upon presentation and delivery of the documents specified above to (Bank Address).***

This Letter of Credit expires on _____.**

Sincerely,

By: _____ *

Printed Name

Title

The "Endorsements of Drafts Drawn" shown below is an integral part of this agreement.

ENDORSEMENTS OF DRAFTS DRAWN:

Date	Negotiated By	(in Words)	Amount	(In Figures)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

THIS LETTER OF CREDIT SHOULD BE CANCELED AND ATTACHED TO THE LAST DRAFT.

*Signature must be notarized and person signing must be president or vice president

** Any Expiration date must be at east six (6) months after the completion period

***Must be no more than 100 miles from Pasco County.

Engineering Inspections
PERFORMANCE GUARANTEE
COMMERCIAL SITE

Agreement

This Agreement is made between _____, with a business address of _____, (herein "Developer") and Pasco County, a political subdivision of the state of Florida, by and thru its Board of County Commissioners (herein "County").

WITNESSETH:

The Developer submits to the County the sum of \$ _____, to act as a financial guarantee for performance of certain improvements of commercial site _____ Section ___ Township ___ Range ____, these conditions being more specifically the completion of construction of any required and approved items contemplated on the County-approved cost estimate (dated___) in connection with said commercial site, (herein "Improvements"); and authorizes the County, to draft any amount or all of the sum above upon the occurrence of any of the following conditions in the discretion of the Engineering Services Director, or his designee:

1) The Developer has failed to comply with all applicable COUNTY ordinances, codes, regulations, terms and conditions of the approval of commercial site, or

2) The Developer has failed to complete all Improvements prior to the expiration of any one hundred eighty (180) days of the effective date of this Agreement (herein "Completion Period") and no extension for completion of construction of Improvements has been granted by the County, or

3) The Developer has failed to submit a written request for an inspection of the Improvements to the Pasco County Engineering Services Department at least fifteen (15) days prior to the termination of the Completion Period or any different time agreed to by the County.

In the event the County institutes legal proceedings in order to collect any funds under this Agreement, or any amendment, venue shall be exclusively in Pasco County, Florida and Developer shall be liable for attorney's fees and court costs incurred by the County in the event the County prevails. Prevails shall be a favorable decision by the Court of law to permit the County to use any or of the sum above for the purpose stated herein. No modifications may be made to this Agreement unless in writing and signed by the County and the Developer.

By: _____

Printed Name

Date

*must be notarized

VIII. PERFORMANCE GUARANTEES FOR RIGHT-OF-WAY IMPROVEMENTS

PURPOSE

It is required by the Land Development Code that any construction, underground or aboveground or any facility to be placed in a County right-of-way must have written approval from the County in the form of a Right-of-Way Use Permit. This permit is issued by the Development Review Division.

A. ACCEPTABLE GUARANTEES

The performance guarantee document shall be in the format shown in **Exhibit O, P and Q** and subject to County Attorney and Risk Management approval. The performance guarantee shall remain in full force and effect until such time as all improvements are installed and pass final inspection by the County.

B. Cost Estimate

FEE: \$250 must be paid prior to any County-approved cost estimate being issued

On **Exhibit N** an example is given to illustrate the proper completion of a right-of-way performance guarantee cost estimate. The permittee shall be responsible, at the request of the County, to submit a cost estimate for approval, prepared by an engineer registered in the State of Florida, for the cost of improvements to be installed, utilizing the unit costs as given in this Guide. The form of the cost estimate shall be in the format shown in this section.

C. Release of Performance Guarantee

1. All required and approved improvements have been installed.
2. Construction of all improvements must pass final inspection by the County. This may include improvements that previously passed inspection during a partial performance that have since come into non-passing (i.e. broken sidewalks)
3. The permittee is responsible for requesting the final inspection for release at least sixty (60) days prior to the termination of the completion period.
4. All required test reports must be submitted and found acceptable to the County.
5. Submit one blue-line or as-built record drawing, if so required by the County.
6. If a three (3) year maintenance period for arterial, collector and Type 1A and 1B roads, or a two (2) year maintenance period for Type 2, 3, 4, and 5 roads, and maintenance guarantee is required by the County, it will be the permittee's responsibility to submit a cost estimate for a maintenance guarantee at this time for County review and approval.

**Engineering Inspections
CERTIFICATE OF COST ESTIMATE
 ROW PERFORMANCE**

STATE OF FLORIDA)
) §:
 COUNTY OF PASCO)

I, _____, P.E., a Professional Engineer registered in the State of Florida, with Registration No. _____, hereby certify that I have examined the approved construction drawings of _____ Right-of-Way Improvements, Permit No. _____, located in Section _____, Township _____ South, Range _____ East, Pasco County, Florida; and that the costs of the improvements lying within the said right-of-way, as listed below, are accurate engineering estimates which were prepared for the purpose of determining the amount for Performance Guarantee required by the Pasco County Land Development Code.

(Attached Schedules Incorporated by Reference)

<u>Schedule I</u>	<u>Amount</u>
"A" – Road Construction	\$121,555.00
"B" – Storm Drainage	17,031.50
"C" – Miscellaneous	<u>5,430.00</u>
Total	<u>\$144,016.50</u>

Bond amount 1.25 X \$144,016.50 = \$180,020.63

Approved By:

(SEAL)

 Pasco County Engineering Services Dept.

 Professional Engineer

 Date

 Date

ENGINEER'S ESTIMATE

PROJECT ROAD CONSTRUCTION

SCHEDULE IA ROAD CONSTRUCTION

UNIT	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
AC	434	Clear and Grub	8.50	3,689.00
LS	1	Grading	12,000.00	12,000.00
SY	13,144	Final Dressing	.30	3,943.20
SY	8,750	Stabilized Subgrade 8"	2.00	17,500.00
SY	8,400	Limerock Base 8"	9.00	75,600.00
SY	12,604	Seed and Mulch	.70	8,822.80
		SUBTOTAL – SCHEDULE IA		121,555.00

EXAMPLE

Engineering Inspections
PERFORMANCE GUARANTEE
ROW

BY THIS BOND WE, _____, as "PRINCIPAL", with a business address of _____ and _____, as "SURETY", with a business address of _____, are bound to Pasco County, Florida, a political subdivision of the State of Florida, by and thru its Board of County Commissioners, herein "COUNTY", in the sum of \$ _____, for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the above-named PRINCIPAL has obtained from the COUNTY a Right-of-Way Use Permit No. _____, Project Name _____, for Right-of-Way Improvements within Pasco County and, as a condition of the approval of the Right-of-Way Use Permit by the COUNTY, shall complete construction of and install all required, approved, and/or dedicated IMPROVEMENTS delineated per the COUNTY-approved cost estimate dated _____ in connection with the above said Right-of-Way Permit, herein "IMPROVEMENTS"; and

WHEREAS, the approval of the said plat by the COUNTY is further conditioned upon the furnishing of an adequate surety bond to the COUNTY.

NOW, THEREFORE, THE CONDITION OF THIS BOND is such that:

- a. If PRINCIPAL shall in all respects comply with all applicable federal and state laws and COUNTY ordinances, codes, regulations, terms and conditions pertaining to the approval of said Permit, these conditions being more specifically the completion of construction of all required, approved, and/or dedicated streets, roads, drainage, and any other items contemplated as IMPROVEMENTS; and
- b. If PRINCIPAL shall complete the construction of all IMPROVEMENTS within the time specified on said permit, unless a different time for a completion period has been agreed to by the Board of County Commissioners, hereinafter "COMPLETION PERIOD"; and
- c. If PRINCIPAL shall submit a written request for an inspection of all IMPROVEMENTS to the Pasco County Engineering Inspections Division at least fifteen (15) days prior to the termination of the COMPLETION PERIOD; and
- d. If applicable, PRINCIPAL shall submit an appropriate maintenance guarantee as required by the Land Development Code; and
- e. If the County Administrator, or his designee, issue a certificate of completion for the IMPROVEMENTS and the Board of County Commissioners release this bond

then this obligation shall be void. Otherwise, it remains in full force and effect.

Said SURETY, for value received, hereby stipulates and agrees that no change involving an extension of time, alterations, or additions to the terms of the IMPROVEMENTS to be made

hereunder; or in the plans, specifications and schedules covering the same; shall in any way affect the obligation of the said SURETY on this bond, and the SURETY does hereby waive notice of any such changes.

IT IS FURTHER understood that in the event the COUNTY institute legal proceedings in order to collect any funds under this bond, venue shall be exclusively in Pasco County, Florida, and PRINCIPAL shall indemnify the COUNTY for any and all attorney's fees and court costs incurred by the COUNTY.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused these presents to be duly executed on this _____ day of _____, _____.**

PRINCIPAL: _____*

BY: _____
Authorized Signature

Printed Name

Title

SURETY: _____*

BY: _____
Authorized Signature

Printed Name

Title

*both principal and surety signatures must be notarized

**Any expiration date must be at least six (6) months after the completion period

Engineering Inspections
PERFORMANCE GUARANTEE
ROW

IRREVOCABLE LETTER OF CREDIT NO. _____ Issue Date _____

BENEFICIARY

Pasco County Board of
County Commissioners
Pasco County Govt. Center
7530 Little Road
New Port Richey, FL 34654

APPLICANT

Name
Business Address

AMOUNT

ISSUING INSTITUTION

Name
Address

Board of County Commissioners:

We, as issuing institution, hereby establish our Irrevocable Letter of Credit in favor of and for the account of _____ (herein "Applicant") up to the aggregate sum of \$ _____, which amount is payable to you at sight of your draft drawn at sight on _____, and accompanied by the following documents:

Notarized statement by the County Engineering Services Director or Acting County Engineer Services Director of Pasco County stating that either: **1)** the Applicant has failed to comply with all applicable COUNTY ordinances, codes, regulations, terms and conditions of the approval of Right-of-Way Permit No.____, Project Name _____, these conditions being more specifically the completion of construction of any required and approved items contemplated on the County-approved cost estimate (dated____) in connection with said Right-of-Way Permit, (herein "Improvements"); or **2)** the Applicant has failed to complete the construction of all IMPROVEMENTS within the time specified on said Permit, unless a different time for a completion period has been agreed to by the Board of County Commissioners, (herein "COMPLETION PERIOD"); and no extension for completion of construction of Improvements has been granted by the Board of County Commissioners and no extension of this letter of credit, or a new assurance of completion of improvements guarantee document, has been submitted to and accepted by the Board of County Commissioners; or **3)** the Applicant has failed to submit a written request for an inspection of the Improvements to the Pasco County Engineering Services Department at least fifteen (15) days prior to the termination of the COMPLETION PERIOD or any different time agreed to by the Board of County Commissioners.

In the event the Board of County Commissioners is required to institute legal proceedings in order to collect any funds under this document, or any amendment or extension hereof, venue shall be exclusively in Pasco County, Florida and Applicant shall be liable for attorney's fees and court costs incurred by the Board of County Commissioners.

All drafts drawn hereunder must state "Drawn under _____
Letter of Credit No. _____ dated _____."

Unless otherwise expressly stated, this letter of credit is subject to Florida Statute Chapter 675 and the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600. In the event of a conflict Florida Statute Chapter 675 shall control.

We hereby agree that all drafts drawn in compliance with the terms of this letter of credit will be duly honored upon presentation and delivery of the documents specified above to (Bank Address).***

This Letter of Credit expires on _____.**

Sincerely,

By: _____ *

Printed Name

Title

The "Endorsements of Drafts Drawn" shown below is an integral part of this agreement.

ENDORSEMENTS OF DRAFTS DRAWN:

Date	Negotiated By	(in Words)	Amount	(In Figures)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

THIS LETTER OF CREDIT SHOULD BE CANCELED AND ATTACHED TO THE LAST DRAFT.

*Signature must be notarized, person signing must be president or vice president

** Expiration date must be at least six months beyond the completion period

***Must be no more than 100 miles from Pasco County

Engineering Inspections
PERFORMANCE GUARANTEE
R-O-W
Agreement

This Agreement is made between _____, with a business address of _____, (herein "Applicant") and Pasco County, a political subdivision of the state of Florida, by and through its Board of County Commissioners (herein "County").

WITNESSETH:

The Applicant submits to the County the sum of \$_____, to act as a financial guarantee for performance of certain improvements of Right-of-Way Permit No.____, Project Name _____, these conditions being more specifically the completion of construction of any required and approved items contemplated on the County-approved cost estimate (dated____) in connection with said Right-of-Way Permit, (herein "Improvements"); and authorizes the County to draft any amount or all of the sum above upon the occurrence of any of the following conditions in the discretion of the Engineering Services Director, or his designee:

- 1) The Applicant has failed to comply with all applicable COUNTY ordinances, codes, regulations, terms and conditions of the approval of said Right-of-Way Permit, or
- 2) The Applicant has failed to complete the construction of all Improvements within the time specified on said Permit, unless a different time for a completion period has been agreed to by the Board of County Commissioners, hereinafter "COMPLETION PERIOD"; and no extension for completion of construction of Improvements has been granted by the County, or
- 3) The Applicant has failed to submit a written request for an inspection of the Improvements to the Pasco County Engineering Services Department at least fifteen (15) days prior to the termination of any COMPLETION PERIOD.

In the event the County institutes legal proceedings in order to collect any funds under this Agreement, or any amendment hereof, venue shall be exclusively in Pasco County, Florida and Developer shall be liable for attorney's fees and court costs incurred by the County in the event the County prevails. Prevails shall be a favorable decision by the Court of law to permit the County to use any or of the sum above for the purpose stated herein. No modifications may be made to this Agreement unless in writing and signed by the County and the Developer.

By: _____

Printed Name

Date

* must be notarized

IX. MAINTENANCE GUARANTEES FOR RIGHT-OF-WAY IMPROVEMENTS

1. Maintenance Guarantee

The maintenance guarantee document shall be in the format shown in **Exhibit S, T or U** which shall be subject to County Attorney approval and Risk Management approval.

2. Duration of Maintenance Guarantee

The maintenance guarantee shall remain in full force and effect for three (3) years plus six (6) months for arterial, collector and Type 1A and 1B roads, and two (2) years plus six (6) months for Type 2, 3, 4 and 5 roads, from the date of acceptance by the BCC. The maintenance period shall be determined as set forth in the Land Development Code 306.15

3. Cost Estimate

FEE: \$250 must be paid prior to any County-approved Cost-estimate being issued

On **Exhibit R** an example is given to illustrate the proper completion of the right-of-way maintenance cost estimate. The permittee shall have a cost estimate prepared by an engineer registered in the State of Florida for the installed improvements. The unit costs for the items of improvement may utilize actual costs to install. If actual unit costs are used, a copy of a signed contract, or other such document, must also be submitted to substantiate such unit costs. The form of the cost estimate shall be as shown in this section.

4. Release of Maintenance Guarantee

Since all documentation necessary to comply with the Code is required in connection with the release of the assurance of completion and/or acceptance of the Maintenance Guarantee, the only requirements are (1) a written request for inspection no sooner than ninety (90) days prior to the termination of the maintenance period, and (2) a final inspection of all improvements which has no deficiencies.

EXHIBIT R

Engineering Inspections
CERTIFICATE OF COST ESTIMATE
R-O-W MAINTENANCE

STATE OF FLORIDA)
) §:
COUNTY OF PASCO)

I, _____, P.E., a Professional Engineer registered in the State of Florida, with Registration No. _____, hereby certify that I have examined the Plans for the _____ Right-of-Way Improvements, Permit No. _____, as filed by _____, located in Section _____, Township _____ South, Range _____ East, Pasco County, Florida; and that the costs of the improvements lying within the said Right-of-Way, as listed below, are accurate engineering estimates which were prepared for the purpose of determining the amount for the Maintenance Guarantee.

(Attached Schedules Incorporated by Reference)

Schedule I

Amount

Total

Bond amount 0.15 X _____ =

Approved By:

Pasco County Engineering Services Dept.

Professional Engineer (SEAL)

Date

Date

Engineering Inspections
MAINTENANCE GUARANTEE
R-O-W

BY THIS BOND WE, _____, as "PRINCIPAL", with a business address of _____ of _____, and _____, as "SURETY", with a business address of _____, are bound to Pasco County, Florida, a political subdivision of the State of Florida, by and thru the Board of County Commissioners, herein "COUNTY", in the sum of \$ _____, for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the above-named PRINCIPAL has obtained a Right-of-Way Use Permit No. _____, Project Name _____ and constructed improvements in connection with said Permit and is required to maintain all IMPROVEMENTS constructed pursuant to the Permit which consist of, but are not necessarily limited to, roads, drainage, sewer and water lines, and all other IMPROVEMENTS delineated per the County-approved cost estimate dated _____ in connection with the above said Permit herein "IMPROVEMENTS."

NOW, THEREFORE, THE CONDITION OF THIS BOND is that if, for a period of ___ years, commencing on the date of acceptance by the Board of COUNTY Commissioners of this bond (herein "Maintenance Period"), for the IMPROVEMENTS, PRINCIPAL:

1. Shall in all respects maintain all the IMPROVEMENTS to the standards of the Pasco County Land Development Code and all other applicable federal and state laws and all other ordinances, codes, regulations, terms and conditions pertaining to the condition of the said Permit; and
2. Repairs or replaces all IMPROVEMENTS which are found by the COUNTY Engineering Services Director, or his designee, not to comply with federal and state laws and COUNTY ordinances, codes, regulations, terms and conditions pertaining to the approval of said plat, or which are found to be deficient in materials, workmanship, or structural integrity under COUNTY, State, or Federal regulations, whichever may be applicable, or industry standards; and
3. Submits a written request for an inspection of improvements to the Pasco COUNTY Engineering Inspections Division not before ninety (90) days prior to the termination of the completion of the Maintenance Period, or any different time agreed to by the Board of County Commissioners; and
4. Pays all costs and expenses incurred for, or incidental to, compliance with the requirements of this Bond and maintenance of the IMPROVEMENTS.

then this obligation shall be void. Otherwise, it remains in full force and effect.

Said SURETY, for value received, hereby stipulates and agrees that no change involving an extension of time, alterations, or additions to the terms of the IMPROVEMENTS to be made hereunder; or in the plans, specifications and schedules covering the same; shall in any way

affect the obligation of the said SURETY on this bond, and the SURETY does hereby waive notice of any such changes.

IT IS FURTHER understood that should the COUNTY be required to institute legal proceedings in order to collect any funds under this bond, venue shall be exclusively in Pasco County, Florida, and PRINCIPAL shall be responsible for any and all attorney's fees and court costs incurred by the COUNTY.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused these presents to be duly executed this day of _____, _____.**

PRINCIPAL: _____ *

BY: _____

Authorized Signature

Printed Name

Title

SURETY: _____ *

BY: _____

Authorized Signature

Printed Name

Title

*both principal and surety signatures must be notarized

** duration of the bond must be length of the maintenance period plus six months

Engineering Inspections
MAINTENANCE GUARANTEE
ROW

IRREVOCABLE LETTER OF CREDIT NO. _____

Issue Date _____

BENEFICIARY

Pasco County Board of
County Commissioners
7530 Little Road
New Port Richey, FL 34654

APPLICANT

Name
Business Address

AMOUNT

ISSUING INSTITUTION

Name
Address

Board of County Commissioners:

We, as issuing institution, hereby establish our Irrevocable Letter of Credit in favor of and for the account of _____ (herein "Applicant") up to the aggregate sum of _____, which amount is payable to you at sight of your draft drawn at sight on _____, and accompanied by the following documents:

Notarized statement by the County Engineering Services Director or Acting County Engineering Services Director of Pasco County stating that either: **1)** the Applicant has failed to maintain all required, approved Improvements which were installed or constructed in connection with Right-of-Way Use Permit No.____, Project Name_____ and all other Improvements delineated per the COUNTY-approved cost estimate dated ____ in connection with said Right-of-Way Use Permit (herein "Improvements") for a period of ____ years, or any different period agreed to by the Board of County Commissioners; or **2)** the Applicant has failed to repair or replace all such Improvements found by the County Engineering Services Director, or his designee not to comply with County approvals or requirements, or found to be deficient in materials, workmanship, or structural integrity under County, State, or Federal regulations, whichever may be applicable, or industry standards; or **3)** the Applicant has failed to pay all costs and expenses incurred for or incidental to the maintenance of Improvements; or **4)** the Applicant has failed to submit a written request for an inspection of all Improvements to the Pasco County Engineering Services Department not before ninety (90) days prior to the termination of the maintenance period, or any different time agreed to by the Board of County Commissioners.

In the event the Board of County is required to institute legal proceedings in order to collect any funds under this document, or any amendment or extension hereof, venue shall be exclusively in Pasco County, Florida and Applicant shall be liable for attorney's fees and court costs incurred by the Board of County Commissioners.

All drafts drawn hereunder must state "Drawn under _____ Letter of Credit No. _____ dated _____."

Unless otherwise expressly stated, this letter of credit is subject to Florida Statutes Chapter 675 and the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600. In the event of a conflict Florida Statute Chapter 675 shall control.

We hereby agree that all drafts drawn in compliance with the terms of this letter of credit will be duly honored upon presentation and delivery of the documents specified above to (Bank Address).***

This Letter of Credit expires on _____.*

Sincerely,

By: _____ **

Printed Name

Title

The "Endorsements of Drafts Drawn" shown below is an integral part of this agreement.

ENDORSEMENTS OF DRAFTS DRAWN:

Date	Negotiated By	(in Words)	Amount	(In Figures)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

THIS LETTER OF CREDIT SHOULD BE CANCELED AND ATTACHED TO THE LAST DRAFT.

*Expiration date must be at least six (6) months past required maintenance period

** Signature must be notarized, and must be by president or vice president

*** Must be no more than 100 miles from Pasco County

Engineering Inspections
MAINTENANCE GUARANTEE
R-O-W
Agreement

This Agreement is made between _____, with a business address of _____, (herein "Applicant") and Pasco County, a political subdivision of the state of Florida, by and through its Board of County Commissioners (herein "County").

WITNESSETH:

The Applicant submits to the County the sum of \$ _____, to act as a financial guarantee for maintenance of certain improvements of Right-of-Way Permit No.____, Project Name _____, these conditions being more specifically the maintenance of any required and approved items contemplated on the County-approved cost estimate (dated____) in connection with said Right-of-Way Permit, (herein "Improvements"); and authorizes the County to draft any amount or all of the sum above upon the occurrence of any of the following conditions in the discretion of the Engineering Services Director, or his designee:

- 1) The Applicant has failed to maintain all required, approved Improvements for a period of _____ years, or any different period agreed to by the County; or
- 2) The Applicant has failed to repair or replace all such Improvements found by the County Engineering Services Director, or his designee not to comply with County approvals or requirements, or found to be deficient in materials, workmanship, or structural integrity under County, State, or Federal regulations, whichever may be applicable, or industry standards, or
- 3) The Applicant has failed to pay all costs and expenses incurred for or incidental to the maintenance of Improvements, or
- 4) The Applicant has failed to submit a written request for an inspection of all Improvements to the Pasco County Engineering Services Department not before ninety (90) days prior to the termination of the maintenance period, or any different time agreed to by the Board of County Commissioners.

In the event the County institutes legal proceedings in order to collect any funds under this Agreement, or any amendment, venue shall be exclusively in Pasco County, Florida and Developer shall be liable for attorney's fees and court costs incurred by the County in the event the County prevails. Prevails shall be a favorable decision by the Court of law to permit the County to use any or of the sum above for the purpose stated herein. No modifications may be made to this Agreement unless in writing and signed by the County and the Developer.

By: _____

Printed Name

Date

* must be notarized

X. RELEASE OF ASSURANCE DOCUMENTS

A. Responsibility of Developer

It is the responsibility of the Developer to request a final inspection for both the performance and maintenance of improvements.

1. 60-Day Letter

Sixty days prior to the termination of the performance period, a letter **may** be mailed to the developer informing him that a request for final inspection is due from him to the Engineering Inspections Division.

If the developer has not requested an inspection in accordance with the timeline provided by the Code or, if not addressed in the Code, the timeline given in this Guide or any other timeline agreed to in writing by the BCC, the project and the surety will be referred to the County Attorneys Office as a default.

B. Assurances of Completion

As previously discussed, there are two types of assurances of completion; however, they will here be treated singularly since the requirements for release are generally the same.

1. Procedure of Release for Platted Improvements

At any time construction of all approved improvements has been completed, but not later than one year from date of record platting unless a longer time for completion shall be allowed by the BCC, the developer shall request in writing to be released from his/her assurance of completion.

In addition to this written request, the following documentation will be submitted. Part of the condition of release from an assurance of completion is the submittal of an assurance of maintenance. Consequently, it is at this time, prior to BCC action for release, that the cost estimate for the maintenance guarantee must be submitted. Upon approval of the cost estimate, the assurance document is then submitted.

The only exception to the above procedure of release is when all improvements are to be privately maintained and a variance from the Code has been granted. In this case, no assurance of maintenance cost estimate or document would be required prior to BCC action to release the assurance of completion.

2. Documentation Required

a. Inspection

1. All approved, required, and authorized improvements must be installed, completed, and pass inspection prior to the release of the assurance of completion.

2. Inspections will be conducted by a utility inspector for sanitary sewer and water distribution and a subdivision inspector covering all other improvements.

3. If the inspection is being made for the release of a partial performance guarantee, the only items to be inspected at this time are those shown on the cost estimate as incomplete. Only these improvements are inspected since the completed improvements were inspected in conjunction with accepting the partial performance guarantee.

4. In the case of a private utility owning the sanitary sewer and/or the water distribution system, the developer, or his/her engineer, is required to submit a letter from the utility company confirming the tests that were made (copies to be included) and that the installation, as completed, is acceptable.

b. Test Reports

All required test reports must be submitted to this Department to verify completion of construction of improvements in accordance with the requirements and standards as defined in the Technical Standards and Sections 306 and 610 of the Land Development Code. Each sheet of the submitted test reports must be certified (signed and sealed) by an engineer registered in the State of Florida, at the expense of the Developer.

c. Record Drawings

A complete set of record drawings (cf. Section IV.C.3) must be submitted.

d. Engineer's Certificate

Certificate is to comply with the format in **Exhibit W or X**, as applicable.

3. Release of Commercial Site Assurance of Completion

When all site improvements and/or deficiencies, as shown on the cost estimate, have been completed or corrected, the developer shall notify the Engineering Inspections Division and request an inspection for release. Upon receipt of a final inspection (no deficiencies), the Engineering Inspections Division will request the BCC release the performance guarantee.

4. Any other documents or items required by the County shall be required at this time.

C. Release of Maintenance Guarantee

Since all documentation necessary to comply with the Code is required in connection with the release of the assurance of completion and acceptance of the maintenance guarantee, the only requirements are: 1) a written request for inspection within the proper timeframe required by the Code, this Guide, the maintenance guarantee or any

other time agreed to by the BCC, and 2) a final inspection which has no deficiencies, regardless of any prior inspections.

D. Failure to Comply with Release Requirements

Failure on the part of the developer to comply with the completion of improvements, correction of deficiencies, or submission of required documents will result in the Engineering Inspections Division requesting the BCC to claim against the posted assurance.

EXHIBIT V

SPECIFICATIONS FOR DESIGN AND INSTALLATION BY DEVELOPERS OF TRAFFIC CONTROL DEVICES ON COUNTY ROADS

1. Purpose

These specifications have been developed to provide developers with a uniform system for installation of traffic control devices on the County road system. A uniform system provides for reduced maintenance costs and a high standard of visibility for drivers. All required traffic control devices shall be installed by the developer of the project.

2. Florida State Statute 316.0745

- 2.1. Any and all traffic control devices installed on the County road system shall conform to Florida State Statute 316.0745, Uniform Signals and Devices.
- 2.2. This statute requires that all devices conform to FDOT specifications. The FDOT has adopted the *Federal Manual on Uniform Traffic Control Devices* as the standards to be used in the State of Florida.

3. Pavement Markings

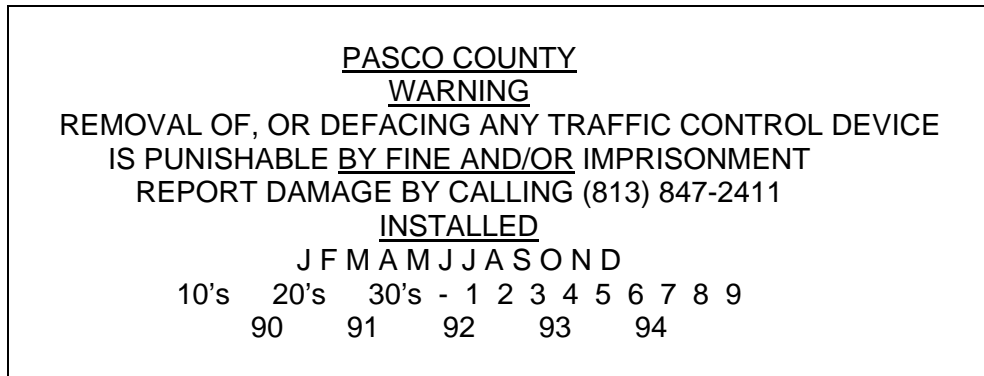
- 3.1. All pavement markings shall be thermoplastic or preformed tapes; raised pavement markers shall be Class "B."
- 3.2. Pavement markings and raised pavement markers shall be installed on all roads classified other than residential with an ADT greater than 500 vehicles, or if other conditions exist that require pavement markings (see MUTCD, Section 3B-1).

4. Traffic Control Signs

- 4.1. All sign blanks shall be of a type currently certified by the FDOT for use in the State of Florida.
- 4.2. All sign faces shall be high-intensity grade and of a type currently certified by the FDOT for use in the State of Florida.
- 4.3. All signs shall be no less than the standard size as specified by the *Federal Manual on Uniform Traffic Control Devices*. No minimum size signing shall be accepted. Larger signs shall be used when required by design, speed, etc.
- 4.4. Street name signs shall be six inches on local roads and nine inches on collector and arterial roads. Six-inch signs shall have four-inch Series C letters and nine-inch signs shall have six-inch Series B letters.

- 4.5. On roads to be maintained by Pasco County, all signs other than street names shall be date coded with a yellow reflective label affixed to the back of the sign. It will be punched to show month, day, and year of installation (see sample label). Alternate label designs providing the date code information may be used if a sample is submitted and approved by Pasco County prior to installation.

Sample Label: Size 2" X 4"



- 4.6. All post systems, mounting brackets, and hardware shall be of a type currently in use by the Pasco County Road and Bridge Department and currently certified by the FDOT for use in the State of Florida. Alternative systems, etc., shall only be used if approved by the County Engineer.

5. Certification of Materials

- 5.1. All traffic control devices and materials shall be on the current FDOT approved products list. Proof of certification is required for all traffic control devices.
- 5.2. A Traffic Control Devices Submittal Data Form shall be submitted for approval prior to installation of any traffic control devices. No traffic control device shall be installed until the certification submittal has been approved by the Traffic Operations Division. These forms are available from the Traffic Operations Division. Copies of the approved Traffic Control Devices Submittal Data Form shall be sent to the contractor and the Engineering Inspections Division.

6. Traffic Control Devices Plan

- 6.1. A detailed set of plans for required traffic control devices shall be submitted for all road construction, site development, subdivision, and Right-of-Way Use Permits. These plans shall be in conformance with FDOT design standards. All plans shall be signed and sealed by a professional engineer registered in the State of Florida.
- 6.2. With the submittal of final plans to the Development Review Division, two additional sets of the traffic-control plan portion of the entire plan shall be submitted. These two sets will be forwarded to the Traffic Operations Division.

7. Cost Estimate

An engineer's cost estimate shall be required for all proposed traffic-control devices. The estimate shall be provided in conjunction with the Traffic Control Devices Submittal Data Form (see Section 5.2).

8. Inspection and Acceptance

8.1. Upon completion of the installation of the traffic control devices, the contractor shall call the Engineering Inspections Division for an inspection at (727) 834-3670.

8.2. The inspection shall be made by Pasco County Traffic Operations.

8.3. An inspection report shall be made by the Engineering Inspections Division. Copies of the report shall be sent to the engineer and the developer.

8.4. No roadway shall be open to the public until all traffic control devices have been inspected and accepted by Pasco County.

**ENGINEER'S CERTIFICATE
Completion of Improvements**

STATE OF FLORIDA)
) §:
COUNTY OF PASCO)

I, _____, a Professional Engineer registered in the State of Florida, with Registration No. _____, hereby certify that I have examined plat (name) _____ as filed by _____, located in Section _____, Township _____ South, Range _____, Pasco County, Florida, and the Plans and Specifications for improvements approved by the Board of County Commissioners on _____, pertaining to such plat, and that the improvements shown on the said Plans and Specifications have been substantially completed in accordance with the permitted construction plans and information, and any minor deviations from the Plans and Specification will not prevent the project from functioning in compliance with the requirements of Pasco County, the SWFWMD, and other applicable regulatory agencies.

Professional Engineer (Seal)

Date

**ENGINEER'S CERTIFICATE
Partial Completion of Improvements**

STATE OF FLORIDA)
) §:
COUNTY OF PASCO)

I, _____, a Professional Engineer registered in the State of Florida, with Registration No. _____, hereby certify that I have examined the plat of _____ as filed by _____, located in Section _____, Township _____ South, Range _____ East, Pasco County, Florida, and the Plans and Specifications for improvements approved by the Board of County Commissioners on _____, _____; and that the improvements shown on the said Plans and Specifications, with the exception of those items to be placed under a Performance Guarantee which will be in force concurrent with the Maintenance Guarantee, have been substantially completed in accordance with the permitted construction plans and information, and any minor deviations from the Plans and Specification will not prevent the project from functioning in compliance with the requirements of Pasco County, the SWFWMD, and other applicable regulatory agencies.

Professional Engineer (Seal)

Date

SUBGRADE CERTIFICATION FORM

STATE OF FLORIDA)
COUNTY OF PASCO) §:

I, _____, a Professional Engineer registered in the State of Florida, with Registration No. _____, hereby certify that the subgrade material has been verified to be suitable material as evidenced by subgrade test reports prepared in accordance with the Pasco County Land Development Code 610.3 H requirements and the Pasco County Engineering Services Department Testing Specifications for Construction of Roads, Storm Drainage and Utilities (October 2006 or latest edition) requirements, including the frequency of tests, for the road(s) depicted in the construction plans titled _____ and approved by the Development Review Division/Development Review Committee, as appropriate, on _____, prior to the installation of any base material.

If only up to a certain station or phase of the road is certified, note here and cross reference with indication on the construction plan up to where certification ends for that station or phase.

Professional Engineer (SEAL)

Date

UNDERDRAIN CERTIFICATION FORM

STATE OF FLORIDA)
) §:
COUNTY OF PASCO)

I, _____, a Professional Engineer registered in the State of Florida, with Registration No. _____, hereby certify that the underdrains were installed according to the Pasco County Land Development Code requirements on the road(s) project depicted in the construction plans titled _____ and approved by the Development Review Division/Development Review Committee on _____ prior to the installation of any asphalt.

If only up to a certain station or phase of the road is certified for underdrains, note here and cross reference with indication on the construction plan up to where certification ends for that station or phase.

Professional Engineer (SEAL)

DATE

EXHIBIT AA

TO: Pasco County Board of County Commissioners
7530 Little Road
New Port Richey, FL 34654

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is tendered to the Pasco County Board of Commissioners as part of an alternative proposal for the assurance or guarantee of maintenance of streets, drainage and other County required, approved, or dedicated improvements in _____.

This proposal, submitted in accordance with Section 306.13 of the Pasco County Land Development Code, is necessary to avoid undue hardship to _____, developer (hereafter "DEVELOPER"). Specifically, the proposal embodies the following:

1. DEVELOPER agrees to post a maintenance bond in an amount equal to twenty-five (25) percent of the estimated cost of making all required or dedicated improvements.
2. DEVELOPER agrees to assume the primary responsibility and duty to maintain all County required, approved, and/or dedicated improvements (including platted roads and drainage improvements) in _____, for a one (1) year period, as calculated under the Pasco County Land Development Code.
3. DEVELOPER agrees to indemnify, defend, protect, and hold harmless Pasco County from all claims which arise or may arise as a result of or due to the failure of DEVELOPER to carry out or perform its primary responsibility and duty to maintain all required, approved, and/or dedicated improvements in _____.

DEVELOPER acknowledges that in consideration of the foregoing agreements by DEVELOPER, the Pasco County Board of County Commissioners has, or will have, accepted the platted roads and drainage improvements in _____ for continuous maintenance, solely for the purpose of allowing the DEVELOPER to satisfy Veterans Administration requirements imposed upon the said DEVELOPER as a condition to the guarantee of or provision of loans to the said DEVELOPER, provided, however, that nothing contained herein shall be construed to abrogate the DEVELOPER'S maintenance responsibility as set forth in Paragraph 2 above.

By: _____

Witnesses:

XI. COMMUNITY DEVELOPMENT DISTRICTS (CDD)

It is required by the Land Development Code Section 306, that if record platting is to be done before all approved, required, and authorized improvements are complete an assurance of completion shall be given to the County. At such time as all improvements are completed, an assurance of maintenance shall be given to the County for those improvements that are to be eventually County-maintained. Community Development Districts, local units of special-purpose government established pursuant to Florida Statute Chapter 190, must also provide a financial guarantee to the County before recording platted improvements.

Community Development Districts may post any of the guarantees listed herein, and may also certify funds raised from bonds and restricted to a specific project or plat as a guarantee.

A. Bond Funds

If a CDD chooses to guarantee platted, incomplete improvements, certifying bond funds may be used. In that case, the County must be provided with:

1. Trustee letter stating the total amount of the bond funds
2. An accounting of any amount of the total funds that are currently restricted to other projects or plats
3. The amount that is restricted to the project or plat in the instant case
4. A Resolution from the CDD board stating the amount of the restricted funds, what they are restricted for (by citing plat book and page number, dated County-approved cost estimate and other appropriate documents), and indemnifying the County should the County incur any cost for performance or maintenance thereof.

B. Other Funding Sources

If certified bond funds are not adequate to guarantee the project or plat other fund sources may be used concurrently, such as a performance bond or letter of credit.

XII. COMMON PROBLEM AREAS

PURPOSE

This section will define some of the reoccurring problems encountered by this Department as it relates to assurances of completion and maintenance. It is the intent of this section to assist users of the Guide from committing these errors which work against the timely review and approval of or release of assurances.

A. Test Reports

1. None, or some, of the reports are not signed and sealed by a Florida P.E. The sealing must be an embossed seal, not a rubber stamp or photocopy.
2. Test reports are incomplete and not grouped by type of testing done; i.e., all subbase, base, asphalt, etc. Time is then spent to organize the material so it can be reviewed.
3. Unclear (or in some instances omitted) station locations where various tests, or retests, were performed.

4. Concrete tests. The Schmidt Concrete Test Hammer is not acceptable for direct determination of strength of in-place concrete. There must be a cylinder break to determine this. The Schmidt Hammer can be used to determine comparative strengths between concrete of known strength and that under investigation.

5. Unable to differentiate the original test from the retests that are taken.

6. When test reports are requested in conjunction with a partial performance or maintenance guarantee, a complete set is to be submitted at one time for all required testing.

B. Cost Estimates

1. Not prepared according to approved departmental format.

2. Frequently, items are not included in performance cost estimates that must be; in partial performance cost estimates, items are incorrectly classified as complete or incomplete; items that are not to be County-maintained are included in the maintenance cost estimate.

3. Material required to substantiate unit costs on maintenance cost estimates (cf. III.B) is omitted.

C. Assurance Documents

1. Do not conform to County-approved format.

2. Letters of credit must not only be correct in amount but have the proper expiration date (cf. I.C).

3. Corrections made on assurance documents after-the-fact (done in pen to correct; e.g., an amount or expiration date) are not acceptable. The document must be redone so that any necessary corrections are not written in by hand.

4. The name of the project appearing on the assurance document must be as given on the approved construction plans, or, in the case of platting, as it appears on the plat.